

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, SEPTEMBER 15, 2015 – 6:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

1. [Employee of the Quarter 2015 - Manuel Sanchez, Custodian. \(Engineering/Public Works\)](#)
2. [2015 Community Emergency Response Team Graduates. \(Fire\)](#)

PRESENTATIONS

3. [2015 Alliance Healthcare Foundation Grant Check Presentation. \(Fire\)](#)
4. [Presentation on Balanced Plan with Mitigation and Enhancements for Marina District/Tidelands Planning Area. \(City Manager\)](#)
5. [San Diego Regional Task Force on the Homeless Presentation of the annual "We All Count" and City update on tours of visited homeless shelters and facilities. \(Neighborhood Services\)](#)
6. [The Status of Water Availability and Water Rates. \(Mayor Morrison\)](#)

INTERVIEWS / APPOINTMENTS

7. [Interviews and Appointments: Various Boards and Commissions. \(City Clerk\)](#)

CONSENT CALENDAR

8. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

9. [Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 1, 2015. \(City Clerk\)](#)
10. [Resolution of the City Council of the City of National City waiving the bid process by piggybacking Western States Contracting Alliance \(WSCA\) contract B27160, and authorizing the purchase from Dell Inc. of a Storage Area Network Array for an amount not to exceed \\$35,036. \(MIS\)](#)
11. [Resolution of the City Council of the City of National City, 1\) awarding a contract to Kinsman Construction, Inc. in the not-to-exceed amount of \\$768,463.00 for the Police Department Building Improvements, CIP No. 15-06; 2\) authorizing a 25% contingency in the amount of \\$192,115.75 for any unforeseen changes; and 3\) authorizing the Mayor to execute the contract. \(Engineering/Public Works\)](#)
12. [Warrant Register #4 for the period of 07/22/15 through 07/28/15 in the amount of \\$2,052,437.76. \(Finance\)](#)
13. [Warrant Register #5 for the period of 07/29/15 through 08/04/15 in the amount of \\$3,078,412.53. \(Finance\)](#)
14. [Warrant Register #6 for the period of 08/05/15 through 08/11/15 in the amount of \\$524,794.16. \(Finance\)](#)
15. [Investment transactions for the month ended July 31, 2015. \(Finance\)](#)
16. [National City Sales Tax Update Newsletter - First Quarter 2015. \(Finance\)](#)

PUBLIC HEARINGS

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

17. [An Ordinance of the City Council of the City of National City amending Title 2 of the National City Municipal Code to establish the City Manager's authority to approve, settle or compromise Workers' Compensation claims under Chapter 2.01.020. \(Human Resources\)](#)

NON CONSENT RESOLUTIONS

18. [Resolution of the City Council of the City of National City approving a Zone Variance to allow a parking space in the front yard setback for a single-family home located at 1926 "E" Avenue. \(Applicant: Victor Castillo\) \(Case File 2015-05 Z\) \(Planning\)](#)

19. Resolution of the City Council approving an increase to the Fiscal Year 2016 budgeted position allocation for the Senior Assistant City Attorney position from 0.5 to 1.0 Full Time Equivalent (FTE) and increase the corresponding General Fund appropriations by a total of \$70,000. (City Attorney)
20. A resolution of the City Council of the City of National City, 1) approving Amendment No. 2 to the Amended and Restated Memorandum of Understanding (MOU) between the San Diego Unified Port District and the City of National City regarding the National City Aquatic Center (renamed as the Waterfront Adventure Center) wherein the Port District agrees to contribute an additional \$223,110 towards completion of the Project, 2) authorizing the Mayor to execute the Amendment, and 3) authorizing the appropriation of \$223,110 to the Project, to be reimbursed by the Port District via the terms of the Amendment (pending approval by the Board of Port Commissioners) (Engineering/Public Works)
21. Resolution of the City Council of the City of National City authorizing, 1) the City (Buyer) to utilize cooperative purchasing established through National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized mobile shelving from Spacesaver Intermountain, LLC, based on their contract 031715-KII with the NJPA; and 2) the Mayor to execute an Agreement with Spacesaver Intermountain, LLC, to purchase and install customized mobile shelving to expand capacity in the Police Department Evidence Room, in an amount not to exceed \$387,149.25. (Engineering/Public Works)

NEW BUSINESS

22. Temporary Use Permit - St. Mary's Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 4, 2015 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees. (Neighborhood Services)
23. Temporary Use Permit - 7th Annual Health & Wellness Fair hosted by Paradise Valley Hospital and The Southbay Times on October 31, 2015 from 10 a.m. to 3 p.m. at 2400 E 4th Street with no waiver of fees. (Neighborhood Services)
24. Seeking concurrence to complete the Operating Agreement with MediFit so staff may return with an Operating Agreement and appropriation request for City Council approval on October 6, 2015. (Community Services)
25. Report on Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port

Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046) and authorization for staff to oppose the proposed marine related industrial overlay as part of the project described in the revised NOP. (CMO)

26. Report on Marina District/Tidelands Planning Area and seeking conceptual approval by the City Council for The Balanced Plan with mitigation and enhancements for National City. (CMO)
27. Report seeking direction on consideration of cablecasting of City of National City, City Council meetings, other City of National City public meetings, and public service messages. (MIS)
28. City Council Review of League of California Cities 2015 Annual Conference Resolutions. (City Manager)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Adjourned Regular Meeting of the City Council and Community Development Commission-Housing Authority of the City of National City - Sign Ordinance Workshop and Brown Act Presentation -Tuesday - September 22, 2015 - 5:00 p.m. - Council Chambers - National City, California

Regular Meeting of the City Council and Community Development Commission-Housing Authority of the City of National City - Tuesday - October 6, 2015 - 6:00 p.m. - Council Chambers - National City, California

The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2015 - Manuel Sanchez, Custodian. (Engineering/Public Works)



CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: August 27, 2015
TO: Leslie Deese, City Manager
FROM: Stacey Stevenson, Director of Administrative Services
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the Third Quarter of calendar year 2015 is:

Manuel Sanchez – Custodian

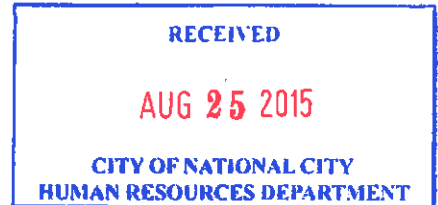
By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, September 15, 2015 to be recognized for his achievement and service.

Attachment

cc: Manuel Sanchez
Rick Hernandez – Facilities Maintenance Supervisor
Wayne Stewart – Supervising Custodian
Josie Flores-Clark – Executive Assistant III
Human Resources – Office File



**Performance Recognition Award
Nomination Form**



I nominate Manuel Sanchez, Custodian, Engineering and Public Works Department for the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc). Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Manuel Sanchez is an integral, respected member of the National City family. He is an ambassador highlighting the best that we have to offer as an agency. His work in providing custodial support to the Martin Luther King Community Center and the lower level of City Hall is accomplished with care and great pride. But maybe, more importantly, it is his smile and willingness to assist that is most appreciated. Manuel can often be seen graciously providing information, directions and a helping hand to members of the public. With staff, he is always there to greet you with a smile and a hello, an offer to help with a heavy load, and a set of watchful eyes when you are walking to your car at night. Manuel is a true example of living our core values of the commitment, customer service and courtesy.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: Stacey Stevenson, Director of Administrative Services

Signature: _____

Date: _____

8-24-15

The following page(s) contain the backup material for Agenda Item: 2015 Community Emergency Response Team Graduates. (Fire)

ITEM NO. _____

9/15/15

2015 COMMUNITY EMERGENCY RESPONSE TEAM ACADEMY GRADUATES
PRESENTATION

NATIONAL CITY FIRE DEPARTMENT

(FIRE)

The following page(s) contain the backup material for Agenda Item: 2015 Alliance
Healthcare Foundation Grant Check Presentation. (Fire)

ITEM NO. _____

9/15/15

2015 ALLIANCE HEALTHCARE FOUNDATION GRANT CHECK PRESENTATION

(FIRE)

The following page(s) contain the backup material for Agenda Item: Presentation on
Balanced Plan with Mitigation and Enhancements for Marina District/Tidelands Planning
Area. (City Manager)

Item # _____

September 15, 2015

Presentation on Balanced Plan with Mitigation
and Enhancements for Marina District/Tidelands
Planning Area

The following page(s) contain the backup material for Agenda Item: San Diego Regional Task Force on the Homeless Presentation of the annual "We All Count" and City update on tours of visited homeless shelters and facilities. (Neighborhood Services)

Item #

09/15/15

**SAN DIEGO COUNTY REGIONAL TASK FORCE ON THE
HOMELESS**

**PRESENTATION OF THE ANNUAL WE ALL COUNT & CITY
UPDATE ON TOURS OF VISITED HOMELESS SHELTERS
AND FACILITIES**

**Armando Vergara, Director of Neighborhood Services
Megan Black, Project Coordinator RTFHSD**

The following page(s) contain the backup material for Agenda Item: The Status of Water Availability and Water Rates. (Mayor Morrison)

ITEM #
9-15-15

THE STATUS OF WATER AVAILABILITY AND WATER RATES
(MAYOR MORRISON)

The following page(s) contain the backup material for Agenda Item: Interviews and Appointments: Various Boards and Commissions. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Interviews and Appointments: Various Boards and Commissions. (City Clerk)

PREPARED BY: Michael R. Dalla

DEPARTMENT: City Clerk

PHONE: 619-336-4226

APPROVED BY: _____

EXPLANATION:

Several vacancies and expired terms exist or will soon exist on various Boards and Commissions. They are summarized on the attached report. The vacancies and expired terms have been advertised and posted. Incumbent appointees have been contacted to determine their desire for re-appointment.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____

ENVIRONMENTAL REVIEW:

|

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

- | Conduct interviews. |

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

1. Summary Report: Boards and Commissions
2. Applications

BOARDS & COMMISSIONS – CURRENT VACANCIES AND EXPIRED TERMS

September 15, 2015

CIVIL SERVICE COMMISSION (Appointing Authority: City Council)

There is one expiring term on the Civil Service Commission. The Incumbent, **Rafiel Courtney**, has requested re-appointment. There are two applications on file.

<u>Name</u>		<u>Interviewed</u>
Rafael Courtney	Incumbent	
Eithan McDonald		02-15
John Bailey		Yes

COMMUNITY AND POLICE RELATIONS COMMISSION (CPRC) (Appointing Authority: Mayor subject to confirmation by City Council)

There are two current vacancies on the CPRC. Four applications are on file.

<u>Name</u>	<u>Interviewed</u>
Eithan McDonald	02-15
John Bailey	Yes
Melanie Cole	Yes
Julio Munoz	No

PARKS, RECREATION & SENIOR CITIZENS ADVISORY BOARD (PRSCAB) (Appointing Authority: Mayor subject to confirmation by City Council)

There are two expiring terms on the PRSCAB (**Bert Andrade & Katharine Wesner**). Neither incumbent has indicated whether they wish to be re-appointed. Both have been asked to be available for interview. There are two applications on file.

<u>Name</u>		<u>Interviewed</u>
Bert Andrade	Incumbent	
Katherine Wesner	Incumbent	
Ethan McDonald		02-15
Harold Aranda		No

PUBLIC ART COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There is one expired term (**Memo Cavada**) on the Public Art Committee. The incumbent has not indicated a desire to be re-appointed and has been asked to be available for an interview. There is one applications on file.

<u>Name</u>		<u>Interviewed</u>
Manual Cavada	Incumbent	
Eithan McDonald		02-15

TRAFFIC SAFETY COMMITTEE (Appointing Authority: Mayor subject to confirmation by City Council)

There are two expiring terms on the Traffic Safety Committee (**Cheryl Howery-Colmanero** and **Gonzalo Quintero**). One incumbent **Cheryl Howery-Colmanero**, has indicated a desire to be re-appointed. One incumbent has not indicated their desire. Both have been asked to be available for an interview. There are three applications on file.

<u>Name</u>		<u>Interviewed</u>
Cheryl Colmenero	Incumbent	
Gonzalo Quintero	Incumbent	
John Bailey		Yes
Eithan McDonald		02 -15
Melanie Cole		Yes

LIBRARY BOARD OF TRUSTEES (Appointing Authority: Mayor subject to confirmation by City Council)

There is one expiring term (**Gloria Bird**) and one current vacancy on the Library Board. The incumbent has expressed a desire to be re-appointed. There are two applications on file.

<u>Name</u>		<u>Interviewed</u>
Gloria Bird	Incumbent	
Eithan McDonald		02-15
Harold Aranda		No

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

☐ Civil Service Commission

☐ Community & Police Relations Commission* (CPRC)

☒ Library Board of Trustees

☒ Parks, Recreation & Senior Citizens Advisory Board

☐ Planning Commission

☐ Public Art Committee*

☐ Traffic Safety Committee

☐ Port Commission

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Harold A. Aranda

Home Address: 1535 E. Plaza Blvd #416 Tel. No.: 619-336-0655

Business Affiliation: N/A Title: N/A

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 22 San Diego County: 22 California: 22

Educational Background: Some college, San Antonio Graduate Trade School, Hotel Motel Trade.

Occupational Experience: Business manager, Computer 1st project lead, Dept. of Defense Logistics

Professional or Technical Organization Memberships: Am. Legion, Eagle

Civic or Community Experience, Membership, or Previous Public Service Appointments:

CPRC (Traffic Safety) old town preservation / Elbert Public Child

Experience or Special Knowledge Pertaining to Area of Interest:

organizer, Rules enforcement, Assist. Director

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: _____ Yes: ☒
if any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

related to wet & reckless not happy but advice (Bleed out) 2011 provided complete

Date: 2-18-2015

Signature: Harold Aranda

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk

1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input checked="" type="checkbox"/> Civil Service Commission <input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC) <input checked="" type="checkbox"/> Library Board of Trustees <input checked="" type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	<input checked="" type="checkbox"/> Planning Commission <input checked="" type="checkbox"/> Public Art Committee* <input checked="" type="checkbox"/> Traffic Safety Committee <input checked="" type="checkbox"/> Port Commission
--	---

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: **EITHAN McDONALD**

Home Address: **140 NATIONAL CITY BLVD** Tel. No.: **619.621.9316**

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: **1.5 YRS** San Diego County: **9 YRS** California: **40 YRS**

Educational Background: **B/S DEGREE, CORPORATE MANAGEMENT, PROJECT MANAGEMENT**

Occupational Experience: **PROJECT MANAGEMENT, CONSTRUCTION MANAGEMENT, BUSINESS CONSULTING**

Professional or Technical Organization Memberships: **MULTIPLE BUSINESS MEMBERSHIPS, NATIONAL CITY CHAMBER OF COMMERCE.**

Civic or Community Experience, Membership, or Previous Public Service Appointments:

I've checked multiple areas of interest because I am interested in assisting where the need is most.

Experience or Special Knowledge Pertaining to Area of Interest:

EXPERIENCE CONSULTING VARIOUS BUSINESSES, PERSONS, PROJECTS.

Have you ever been convicted of a felony crime? No: ☒ Yes: ___ misdemeanor crime? No: ☒ Yes: ___

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions. **N/A**

Date: **January 20, 2015**

Signature: *Ethan McDonald*

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:

**Office of the City Clerk
1243 National City Blvd, National City, CA 91950**

Thank you for your interest in serving the City of National City.

* Residency requirements may not apply

This documents is filed as a public document

Revised: March 2012

Supplemental Application:
National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

The National City Community and Police Relations Commission is empowered to receive and review complaints regarding National City Police Department Personnel for alleged misconduct, and to recommend appropriate changes of Police Department policies and procedures toward the goals of safeguarding the rights of persons and promoting higher standards of competency, efficiency and justice in the provision of community policing services.

Applicants must be completely forthright and truthful during the application process. Applicants may be disqualified in the background process as a result of dishonesty and/or purposely omitting information regarding one's criminal history. Given the complexity of this Commission and its duties, it is necessary to pass a criminal background check prior to appointment by City Council and/or swearing in as Commissioner. Upon conditional appointment the Human Resources department will contact you to schedule the criminal background process when, and if appropriate. It is important to note that you fill out this application completely and honestly to the best of your abilities. Failure to disclose your criminal history may result in disqualification. If a conviction has been expunged disclosure is not required.

Have you ever been convicted of a felony crime: No: ☒ Yes: ☐

Have you been convicted of a misdemeanor: No: ☒ Yes: ☐

If any convictions were expunged disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

**** See attached table**

**CITY OF NATIONAL CITY
APPLICATION FOR APPOINTMENT
TO CITY BOARDS, COMMISSIONS, AND COMMITTEES**

<input type="checkbox"/> Civil Service Commission	<input type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Community & Police Relations Commission* (CPRC)	<input type="checkbox"/> Public Art Committee*
<input type="checkbox"/> Library Board of Trustees	<input type="checkbox"/> Traffic Safety Committee
<input type="checkbox"/> Parks, Recreation & Senior Citizens Advisory Board	

Note: Applicants must be residents of the City of National City except for those marked by an *

Applicants for the Community and Police Relations Commission must pass a criminal background check prior to appointment.

Name: Julio Castro Muñoz

Home Address: 2525 "L" Avenue Tel. No.: (619) 761-2607

Business Affiliation: _____ Title: _____

Business Address: _____ Tel. No.: _____

Length of Residence in National City: 20 San Diego County: 20 California: 20

Educational Background: Sweetwater High School graduated with CSF distinction, currently enrolled in San Diego State.

Occupational Experience: Coronado Police Explorer

Professional or Technical Organization Memberships: N/A

Civic or Community Experience, Membership, or Previous Public Service Appointments:

Criminal Justice Informational Systems certified, Completion of Explorer Academy.

Experience or Special Knowledge Pertaining to Area of Interest:

SDSU's Criminal Justice major, Coronado Explorer, Executive in Criminal Justice Student Association

Have you ever been convicted of a felony crime? No: ☒ Yes: _____ misdemeanor crime? No: _____ Yes: _____

If any convictions were expunged disclosure is not required. Convictions are not necessarily disqualifying.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

Date: 08/10/15

Signature: Julio Castro Muñoz

Please feel free to provide additional information or letters of endorsement.

Please return completed form to:
Office of the City Clerk
1243 National City Blvd, National City, CA 91950

Thank you for your interest in serving the City of National City.

RECEIVED
CITY CLERK
2015 AUG 10 AM 9 18
CITY OF NATIONAL CITY

Supplemental Application

National City Community and Police Relations Commission

The National City Community and Police Relations Commission serves as an independent, unbiased and impartial office that is readily available to the public. It is an organization for the improvement of police and community relations and the facilitation of disputes whenever possible. It provides a forum for citizens to voice their concerns, comment about police conduct, practices and policies and improves communication between citizens and the National City Police Department

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Have you ever been convicted of a felony crime? No: ☒ Yes: ☐

Have you been convicted of a misdemeanor? No: ☒ Yes: ☐

If any convictions were expunged, disclosure is not required.

Please feel free to provide an explanation or information regarding yes answers to the above two questions.

N/A

There may be circumstances that could disqualify an applicant from the background process beyond the listed crimes below. Each incident is evaluated in terms of the circumstances and facts surrounding its occurrence and its degree of relevance to the position.

Disqualifying criteria for Community and Police Relations Commissioner:

** See attached table

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

ITEM #

9-15-15

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE
ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING
THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR
ADOPTED AFTER A READING OF THE TITLE ONLY.**

(CITY CLERK)

The following page(s) contain the backup material for Agenda Item: Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of September 1, 2015.
(City Clerk)

Item # ____

09/15/15

**APPROVAL OF THE MINUTES OF THE REGULAR
MEETING OF THE CITY COUNCIL AND COMMUNITY
DEVELOPMENT COMMISSION – HOUSING AUTHORITY
OF THE CITY OF NATIONAL CITY OF SEPTEMBER 1, 2015.**

(City Clerk)

DRAFT DRAFT DRAFT

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION –
HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY**

September 1, 2015

The Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City was called to order at 6:00 p.m. by Mayor / Chairman Ron Morrison.

ROLL CALL

Council / Board members present: Cano, Mendivil, Morrison, Rios.

Council / Board members absent: Sotelo-Solis.

Mayor Morrison reported that Member Sotelo-Solis was out of town on business.

Administrative Officials present: Dalla, Deese, Denham, Duong, Manganiello, Parra, Raulston, Roberts, Rodriguez, Silva, Stevenson, Vergara, Williams.

Others present: Student Representative Reah Sahagun.

PLEDGE OF ALLEGIANCE TO THE FLAG BY MAYOR RON MORRISON

PUBLIC COMMENTS

Sunshine Horton, El Cajon, shared some inspirational comments and advise with the Mayor and Council.

PROCLAMATIONS

PROCLAMATION ADMIN (102-2-1)

1. Proclaiming the month of September 2015 as: "National Preparedness Month"

CITY COUNCIL

PRESENTATIONS

COUNCIL MEETING PRESENTATIONS 2015 (102-10-10)

2. School Supply Giveaway Program Presentation and Donor Recognitions. (Police)

INTERVIEWS / APPOINTMENTS

BOARDS & COMMISSIONS ADMIN (101-1-1)

3. Interviews and Appointments: Various Boards and Commissions. (City Clerk)

John Bailey and Melanie Cole appeared for interview.

CONSENT CALENDAR

ADOPTION OF CONSENT CALENDAR. Item No. 4 (NCMC), Item No. 5 (Minutes), Item Nos. 6 through 16 (Resolution Nos. 2015-124 through 2015-134), Item Nos. 17 and 18 (Warrant Registers). Motion by Cano, seconded by Mendivil, to pull Item Nos. 12 and 16, and to approve the remainder of the Consent Calendar. It was noted for the record that the correct amount for Item No. 18, Warrant Register #3 is \$2,270,493.15. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

MUNICIPAL CODE 2015 (506-2-30)

4. MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING THE WAIVING OF THE READING OF THE TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING AND PROVIDING THAT SUCH ORDINANCES SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING OF THE TITLE ONLY. (City Clerk)

ACTION: Approved. See above.

APPROVAL OF MINUTES

5. APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL AND COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY OF AUGUST 18, 2015. (City Clerk)

ACTION: Approved. See above.

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

6. Resolution No. 2015-124. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE EXECUTIVE COMPENSATION PLAN BY ADJUSTING THE TOP OF SALARY BANDS UPWARDLY BY TEN PERCENT (10%). (Human Resources)

ACTION: Adopted. See above.

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

7. Resolution No. 2015-125. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE MANAGEMENT COMPENSATION PLAN BY ADJUSTING THE TOP OF SALARY BANDS UPWARDLY BY TEN PERCENT (10%). (Human Resources)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

8. Resolution No. 2015-126. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING A ONE-TIME COMPENSATION STIPEND FOR MEMBERS OF THE EXECUTIVE AND MANAGEMENT OCCUPATION GROUPS IN THE FORM OF A \$2,400 DEPOSIT TO THE INDIVIDUAL CITY OF NATIONAL CITY-ADMINISTERED DEFERRED COMPENSATION PLAN ACCOUNTS OF EACH INCUMBENT OF SAID GROUPS; AND ESTABLISHING APPROPRIATIONS FOR DEFERRED COMPENSATION TOTALING \$86,400 TO ACCOUNT FOR THIS EXPENSE. (Human Resources)

ACTION: Adopted. See above.

LABOR RELATIONS EXEC / MID MGMT EMPLOYEES (605-2-1)

9. Resolution No. 2015-127. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE EXECUTIVE COMPENSATION PLAN BY REVISING A POSITION TITLE FROM CITY ENGINEER TO DIRECTOR OF PUBLIC WORKS/CITY ENGINEER IN RECOGNITION OF THE FULL SCOPE OF THE POSITION. (Human Resources)

ACTION: Adopted. See above.

EMPLOYMENT CONTRACT – LESLIE DEESE (604-6-5)

10. Resolution No. 2015-128. RESOLUTION OF THE CITY COUNCIL APPROVING THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND LESLIE DEESE CONTINUING HER EMPLOYMENT THROUGH JANUARY 27, 2019, INCREASING THE SALARY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME. (City Attorney)

ACTION: Adopted. See above.

GRANT / PUBLIC SAFETY (206-4-27)

11. Resolution No. 2015-129. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AUTHORIZING THE 30-DAY REVIEW AND PUBLIC COMMENT OF THE NATIONAL CITY POLICE DEPARTMENT'S GRANT APPLICATION IN THE AMOUNT OF \$26,042 TO THE 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO PURCHASE (2) PANASONIC TOUGHBOOKS, (2) MOTOROLA HANDHELD RADIOS, AND (1) CRISIS RESPONSE MODULE HOSTAGE THROW PHONE, AND AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD, AND AUTHORIZING THE EXPENDITURE OF GRANT FUNDS. (Police)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

PARKING & TRAFFIC CONTROL ADMIN 2015 (801-2-36)

12. Resolution No. 2015-130. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ACCEPTING AN EASEMENT FOR VEHICULAR ACCESS FOR INGRESS AND EGRESS, ALONG AND ACROSS ALL REAL PROPERTY SITUATED AT 242 NORTON AVENUE IN THE CITY OF NATIONAL CITY. (Engineering/Public Works)

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

CONTRACT (C2015-1)

13. Resolution No. 2015-131. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF DOWNSTREAM SERVICES, INC. FOR THE NATIONAL CITY CULVERT BARRIER PROJECT, CIP NO. 14-06; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$88,995.00; 3) AUTHORIZING RELEASE OF RETENTION IN THE AMOUNT OF \$4,449.75; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2015-12)

14. Resolution No. 2015-132. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF CREST EQUIPMENT, INC. FOR THE GROVE STREET DRAINAGE ENHANCEMENTS PROJECT, CIP NO. 14-07; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$46,171.89; 3) AUTHORIZING RELEASE OF RETENTION IN THE AMOUNT OF \$2,308.59; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR THE PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONTRACT (C2014-53)

15. Resolution No. 2015-133. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) ACCEPTING THE WORK OF FORDYCE CONSTRUCTION, INC. FOR THE NATIONAL CITY MORGAN TOWER REPAIRS AND CITY HALL REMODEL PROJECT, CIP NO. 14-04; 2) APPROVING THE FINAL CONTRACT AMOUNT OF \$144,189.18; 3) AUTHORIZING RELEASE OF RETENTION IN THE AMOUNT OF \$7,209.46; AND 4) AUTHORIZING THE MAYOR TO SIGN THE NOTICE OF COMPLETION FOR PROJECT. (Engineering/Public Works)

ACTION: Adopted. See above.

CONSENT CALENDAR (cont.)

GRANT / LIBRARY (206-4-10)

16. Resolution No. 2015-134. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING THE ACCEPTANCE OF \$18,000 GRANT FROM THE CALIFORNIA LIBRARY LITERACY SERVICES (CLLS) TO FUND THE LIBRARY'S LITERACY SERVICES FOR FY2015-16; AND AUTHORIZING THE ESTABLISHMENT OF FUND APPROPRIATIONS AND A CORRESPONDING REVENUE BUDGET. (Library)

ACTION: Motion by Rios, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

17. Warrant Register #2 for the period of 07/08/15 through 07/14/15 in the amount of \$428,750.20. (Finance)

ACTION: Ratified. See above.

WARRANT REGISTER JULY 2015 – JUNE 2016 (202-1-30)

18. Warrant Register #3 for the period of 07/15/15 through 07/21/15 in the amount of \$2,270,493.15. (Finance)

ACTION: Ratified (as corrected). See above.

PUBLIC HEARINGS

SUBDIVISIONS / VARIANCES 2015 (415-1-11)

19. Public Hearing – Zone Variance to allow a parking space in the front yard setback for a single-family home located at 1926 “E” Avenue. (Applicant: Victor Castillo) (Case File 2015-05 Z) (Planning)

RECOMMENDATION: Staff concurs with the decision of the Planning Commission.

TESTIMONY: Lorena Cendejas, National City, the applicant, responded to questions.

ACTION: Motion by Cano, seconded by Mendivil, to approve zone change with findings and added conditions. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

ORDINANCES FOR INTRODUCTION

MUNICIPAL CODE 2015 (506-2-30)

20. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE TO ESTABLISH THE CITY MANAGER'S AUTHORITY TO APPROVE, SETTLE OR COMPROMISE WORKERS' COMPENSATION CLAIMS UNDER CHAPTER 2.01.020. (Human Resources)

ORDINANCES FOR ADOPTION

MUNICIPAL CODE 2015 (506-2-30)

21. Ordinance No. 2015-2405. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING TITLE 15 OF THE NATIONAL CITY MUNICIPAL CODE BY ADDING CHAPTER 15.81 TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS. (Fire)

RECOMMENDATION: Staff recommends adoption of the Ordinance.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Cano, to adopt the Ordinance. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

NON CONSENT RESOLUTIONS

CONDITIONAL USE PERMITS 2015 (403-30-1)

22. Resolution No. 2015-135. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING A CONDITIONAL USE PERMIT FOR A DRIVE-THROUGH FAST FOOD RESTAURANT (FREDDY'S FROZEN CUSTARD) TO BE LOCATED ADJACENT TO 401 MILE OF CARS WAY. (Applicant: Rodger Baker) (Case File 2015-01 CUP) (Planning)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison. Nays: Rios. Abstain: None. Absent: Sotelo-Solis.

NON CONSENT RESOLUTIONS (cont.)

CONTRACT (C2015-40)

23. Resolution No. 2015-136. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDING A CONTRACT TO WESTERN RIM CONSTRUCTORS, INC. IN THE NOT-TO-EXCEED AMOUNT OF \$3,452,342.98, WHICH INCLUDES A COMBINED BASE BID IN THE AMOUNT OF \$2,716,331.98, KIMBALL SKATE PARK ADDITIVE BID IN THE AMOUNT OF \$80,061.76, EL TOYON PARK ADDITIVE BID IN THE AMOUNT OF \$529,164.36, AND EL TOYON PARK ADDITIVE BID #2 IN THE AMOUNT OF \$126,784.88, FOR THE KIMBALL PARK, EL TOYON PARK, AND KIMBALL SKATE PARK IMPROVEMENTS PROJECT, CIP NO. 15-04; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$517,851.45 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Mendivil, seconded by Cano, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

CONTRACT (C2015-41)

24. Resolution No. 2015-137. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY: 1) AWARDING A CONTRACT IN THE NOT-TO-EXCEED AMOUNT OF \$1,660,922.33 TO WEST-TECH CONTRACTING, INC. FOR THE PARADISE CREEK RESTORATION PROJECT, CIP NO. 15-05; 2) AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF \$249,138.35 FOR ANY UNFORESEEN CHANGES; AND 3) AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT. (Engineering/Public Works)

RECOMMENDATION: Adopt the Resolution.

TESTIMONY: None.

ACTION: Motion by Cano, seconded by Mendivil, to adopt the Resolution. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

NEW BUSINESS

PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

25. Seeking input and direction from City Council to establish a formal National City Volunteer Recognition Program. (Community Services)

RECOMMENDATION: See staff report.

TESTIMONY: None.

ACTION: Following discussion, the consensus was for staff to look into the cost of establishing a certificate program for volunteers leaving office as well as the cost of a picnic style BBQ or luncheon event in the park. There was no vote.

COUNCIL WORKSHOP NOTICES / ADMIN (102-6-1)

26. Sign Ordinance Workshop and Brown Act Presentation: Seeking City Council direction regarding a proposed workshop date of September 22, 2015. (City Attorney)

RECOMMENDATION: Move to calendar the workshop for September 22, 2015 at 5:00 p.m.

TESTIMONY: None.

ACTION: Motion by Rios, seconded by Mendivil, to approve staff recommendation. Carried by the following vote, to-wit: Ayes: Cano, Mendivil, Morrison, Rios. Nays: None. Abstain: None. Absent: Sotelo-Solis.

COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

NO AGENDA ITEMS

STAFF REPORTS

PERSONNEL RECOGNITION / APPRECIATION ADMIN (604-2-1)

27. Recognizing Outgoing Stanford Fellow, Connie Huynh. (City Manager)

MAYOR AND CITY COUNCIL

Member Memdivil shared his concerns about the problems of shopping carts, how they make the City look and the message we are sending out children regarding stolen property. Member Mendivil said he is confident that with everyone working together we can solve the problem.

MAYOR AND CITY COUNCIL (cont.)

Member Rios said it is important to get input from the Police Department for projects such as the skate park to better balance liability and safety concerns. Member Rios asked if it was possible for the City Attorney to provide information on mass mailing items paid for with public funds.

Vice Mayor Cano expressed thanks to Engineering/Public Works, the Graffiti crew and Parking enforcement for the great response and awesome job they have been doing. Member Cano said he received several complimentary calls from residents and businesses and thanked City Manager Deese for having such a great team.

Mayor Morrison highlighted the upcoming pilot project with EDCO Disposal to address scavenging and gave a preliminary report on new increased water rates approved by the Sweetwater Authority Board which reward high water users and penalize low water users. The Mayor said he would be giving a more in-depth report at the next meeting.

CLOSED SESSION REPORT

City Attorney Claudia Silva stated there was no Closed Session.

ADJOURNMENT

Motion by Mendivil, seconded by Cano, to adjourn the meeting to the next Regular Meeting of the City Council and Community Development Commission – Housing Authority of the City of National City to be held Tuesday, September 15, 2015 at 6:00 p.m. at the Council Chambers, National City, California.

The meeting closed at 8:19 p.m.

City Clerk

The foregoing minutes were approved at the Regular Meeting of September 15, 2015.

Mayor

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bid process by piggybacking Western States Contracting Alliance (WSCA) contract B27160, and authorizing the purchase from Dell Inc. of a Storage Area Network Array for an amount not t

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bid process by piggybacking Western States Contracting Alliance (WSCA) contract B27160, and authorizing the purchase from Dell Inc. of a Storage Area Network Array for an amount not to exceed \$35,036.

PREPARED BY: Ron Williams

DEPARTMENT: AS

PHONE: 619-336-4373

APPROVED BY: 

EXPLANATION:

The National City Police Department is implementing NetRMS, a county-wide platform for web-based records management. The new NetRMS system requires storage capacity (6 Terabytes) that exceeds the available capacity in the current storage infrastructure. Deploying the Dell PS6100X Storage Area Network Array will provide adequate storage (28 Terabytes) to support NetRMS and allow for future data growth within the infrastructure.

It is requested that Council waive the formal bidding requirements as allowed in Chapter 2.60.260 of the Municipal Code, and award the purchase to Dell Inc., for the following reasons:

1. State of California Western States Contracting Alliance (WSCA) contract B27160 is in compliance with National City purchasing requirements.
2. The price has been determined to be competitive within the industry.
3. No further purpose would be served by issuing a formal bid at this point in the process.

FINANCIAL STATEMENT:

APPROVED:  **Finance**

ACCOUNT NO. 629-417-082-502-0000

APPROVED:  **MIS**

ENVIRONMENTAL REVIEW:

This is not a project, therefore does not require environmental review

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Authorize staff to waive the formal bid process and procure a Dell PS6100X Storage Area Network Array

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Quote, Contract Information, Resolution

9/2/2015 5:09:34 PM
eQuote Details

eQuote Number	1008396120026
eQuote Name	NETRMS
Description	Netrms storage
Saved On	9/2/2015
Expires On	11/1/2015
Saved By	rwilliams@nationalcityca.gov
Premier Page	City of National City
Authorized Buyer	Debbie Lunt DLunt@nationalcityca.gov
Contract Agreement	WSCA- B27160



Order Contact

Order Date	9/2/2015
Order Contact	Ron Williams National City (619) 336-4373 rwilliams@nationalcityca.gov
Tax exemption	No, I am not tax exempt

Shipping

Recipient Contact	Ron Williams City of National City (619) 336-4373 rwilliams@nationalcityca.gov
Shipping Address	1243 National City Blvd National City, CA 91950
Delivery method	no charge delivery
Trade compliance	No, I will not be exporting

eQuote Cart Contents

Item	Quantity	Estimated Ship Date	Price
 Dell EqualLogic PS6100X-Mainstream Performance-10k SAS Drives EqualLogic PS6100 2.5" Premier Discount	1	9/24/2015	\$55,055.00
Add to List			(\$21,471.45)
			\$33,583.55
 No Training Selected No Training Selected	1		\$0.00

Subtotal	\$33,583.55
Estimated Shipping	\$0.00
Estimated Tax	\$1,451.83
Total	\$35,035.38

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Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

^Dell Business Credit: OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance.

WESTERN STATES CONTRACTING ALLIANCE
MASTER PRICE AGREEMENT
for
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

Number B27160

This Agreement is made and entered into by Dell Marketing L.P., One Dell Way, Mailstop 8708, Round Rock, TX 78682 ("Contractor") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and,

WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

INTENT AND PURPOSE

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed

or evaluated as part of the RFP evaluation process. The agreement is located in Exhibit D, Leasing.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

1. Definitions

"Announced Promotional Price" are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

"Consumables" those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser's use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

"Configuration" in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

"Contract" means a binding agreement for the procurement of items of tangible personal property or services. Contract and Master Price Agreement are used interchangeably in this document.

"Contractor" means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

"CPV Member" is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota's Cooperative Purchasing Venture (CPV) program.

"CPV Program." The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

"Cumulative Volume Discount" means a contractual, cumulative, permanent volume discount based on dollars resulting from the cumulative purchases by all governmental purchasers for the duration of the Master Price Agreement.

"Documentation" refers to manuals, handbooks, and other publications listed in the PSS, or supplied with products listed in the PSS, or supplied in connection with services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

"E-Rate" is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

"Educational Discount Price" means the price offered in a nationally announced promotion, which is limited to educational customers only.

"Equipment" means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

"FCC" means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

"General Price Reduction Price" means the Contractor retail price reduction offered to consumer, business or governmental purchasers. General Price reduction prices will be reflected in the PSS as soon as practical.

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master Price Agreement, the Lead State is Minnesota.

“Mandatory” The terms “must” and “shall” identify a mandatory item or factor.

“Manufacturer” means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited USA OEM warranties on the products. The manufacturer's name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Master Price Agreement” means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's products and/or services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

“Materials Management Division” or “MMD” means the procurement official for the State of Minnesota or a designated representative.

“NASPO” means the National Association of State Procurement Officials

“Participating Addendum” or “Participating Addenda” means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCA/NASPO Contract Administrator PRIOR to any orders being processed.

“Participating State” or “Participating Entity” means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

"PDA" means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Peripherals" means any product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

"Permissive Price Agreement" means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

"Per Transaction Multiple Unit Discount" means a contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Purchasing Entity or multiple entities conducting a cooperative purchase.

"Political Subdivision" means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

"Price Agreement/Master Price Agreement" means an indefinite quantity contract that requires the Contractor to furnish products or services to a Purchasing Entity that issues a valid Purchase Order.

"Procurement Manager" means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating

Entities.

“Product(s)” means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

“Products and Services Schedule Prices” or **“PSS”** refers to a complete list, grouped by major product and/or service categories, of the Products and services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

“Purchase Order” means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or services described in this solicitation.

“Refurbished Products” are products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

“Services” are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Price Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. General consulting and all forms of application development and programming services are excluded.

“Servicing Subcontractor/Subcontractor/Reseller Agent” means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor's Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase

Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor's providing products and services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.**

"Standard Configurations" or **"Premium Savings Configurations (Packages)"** means deeply discounted standard configurations that are available to Purchasing Entities using the Master Price Agreement only. Any entity, at any time, that commits to purchasing the Premium Savings Configurations shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

"State Procurement Official" means the director of the central purchasing authority of a state.

"Storage Solution/Auxiliary Storage" means the technology and equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

"Takeback Program" means the Contractor's process for accepting the return of the equipment or other products at the end of life—as determined by the State utilizing the Master Price Agreement.

"Trade In" refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

"Travel" means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

"Universal Resource Locator" or "URL" means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

"WSCA" means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

“WSCA/NASPO Contract Administrator” means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

2. Scope of Work

The Contractor, or its approved subcontractor, shall deliver computing system Products and services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of valid “Purchase Orders”. Purchase Orders may be issued to purchase the license for software or to purchase products listed on the Contractor’s PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor’s PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take responsibility for the manufacturer’s warranty and maintenance of all proposed equipment, including peripherals. Taking responsibility means the Contractor will provide fulfillment of manufacturer’s warranty and maintenance and will provide warranty and maintenance call numbers, ensure manufacturer accepts, processes and responds to those calls, and Contractor shall take responsibility to fulfill warranty as purchased with product. The Contractor shall offer a Takeback Program for all products covered by this Agreement.

3. Title Passage

The Contractor must pass unencumbered title to any and all products purchased under this Contract upon receipt of product by the State. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

4. Permissive Price Agreement and Quantity Guarantee

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

5. Order of Precedence

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement;
- C. Exhibits and amendments to this Agreement;
- D. The list of products and services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

6. Payment Provisions

All payments under this Agreement are subject to the following provisions:

A. Acceptance

A Purchasing Entity shall determine whether all Products and services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within fifteen (15) calendar days of non-acceptance of a product or service; otherwise the Products or Services shall be deemed accepted

B. Payment of Invoice

Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payment shall be made within 30 days following receipt of an invoice. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. In addition, all goods and/or services provided must meet all terms, conditions, and specifications of the Contract and other ordering document and be accepted as satisfactory by the ordering entity before payment will be issued. Payments may be made via a Purchasing Entity's "Purchasing Card" at the time of order placement only.

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

C. Payment of Taxes

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

D. Invoices

Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the total amount for each configuration on the Purchase Order.

7. Agreement Term

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

8. Termination

The following provisions are applicable in the event that the agreement is terminated.

A. Termination for Convenience

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCA/NASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

B. Termination for Cause

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

C. A Purchasing Entity's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and services accepted

prior to the effective termination date.

D. The Contractor's Rights

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

9. Non-Appropriation

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide sixty (60) days notice, if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order.

10. Shipment and Risk of Loss

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor as long as the Contractor designates the carrier, until delivery to the identified ship-to address, when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products due to missing, damaged, defective, incorrect order and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the return shipping cost of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products due to missing, damaged, defective and incorrect order, except for loss or damage directly attributable to the negligence of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 14 to 30 days after receipt of a purchase order, by a reliable and insured shipping company.

11. Warranties

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking responsibility means the Contractor will provide fulfillment of manufacturer's warranty and maintenance and will provide warranty and maintenance call numbers, ensure manufacturer accepts, processes, and responds to those calls. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets, or as listed on Contractor's website.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product will be suitable for the ordinary purposes for which such Product is intended,
4. The Product has been properly designed and manufactured for its intended use, and
5. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
6. The warranty on all Products begins on the date of the title transfer as described in Article 10.
7. Exhibit A contains additional warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:
 - a) **ProSupport for IT**
 - b) **ProSupport for End Users**
 - c) **CompleteCare**

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior notice of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be

delivered to the Purchasing Entity with the Products as provided by the Manufacturers.

D. The basic warranty offered shall be three year, next business day, as stated in Appendix B of the RFP, for all products included in the Bands listed in Article 14 Products and Services Schedule.

12. Patent, Copyright, Trademark and Trade Secret Indemnification

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any Contractor Branded Product or Contractor Branded Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Contractor Branded Product or Contractor Branded Service provided under this Agreement, the Contractor agrees to reimburse the Lead State for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim;
 2. Allow the Contractor to control the defense or settlement of the claim; and
 3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
 2. Replace or modify the Products or Services so that it becomes non-infringing; or
 3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;

2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
3. Product modifications by the Purchasing Entity or a third party;
4. Product use prohibited by Specifications or related application notes; or
5. Product use with products that are not the Contractor branded.
6. Non-Contractor Branded Product offerings – with respect to any claim that Non-Contractor Branded product(s) infringes upon another person's or entity's patent, copyright, trade secret or other intellectual property rights in the United States. Contractor agrees to pass through to the appropriate Purchasing Entity any rights to indemnification protection for which Contractor currently or subsequently has an agreement in place with the potentially infringing equipment manufacturer/entity.

13. Price Guarantees

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line, Cumulative, and Per Transaction Multiple Unit Discounts shall be submitted by the Contractor in a format agreeable to both parties prior to signing the Agreement. Once a cumulative volume has been reached, the increased price discount will apply to all future orders, until the next level of cumulative volume is reached.

14. Product and Service Schedule

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:

- Band 1 – Servers
- Band 2 – Workstations
- Band 3 – Printers
- Band 4 – Storage Solutions
- Band 5 – PDAs
- Band 6 – Instructional Packages (Bundles)
- Band 7 – Monitors
- Operating Systems
- Local Area Networks

Digital Projectors

- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

15. Product Substitutions

A. Substitution of units/configurations

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

B. Addition of units/configurations

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

16. Technical Support

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the installation or operation of Products supplied by the

Contractor during a product warranty period or during a support agreement.

17. Takeback and Other Environmental Programs

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B & C above, as well as a identification of such information on the web site.

18. Product Delivery

Contractor agrees to deliver Products to Purchasing Entities within 14-30 days after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order.

19. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot , industry-wide constraints or other catastrophes beyond the reasonable control (each a "Force Majeure event") of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party not performing due to a Force Majeure event under this provision must provide the other party prompt written notice of the Force Majeure event and take all necessary steps to bring about performance as soon as practicable.

20. Records and Audit

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

21. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any participating entity. The Contractor has

no authorization, express or implied to bind the Lead State, NASPO, WSCA or any participating entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or participating entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

22. Use of Servicing Subcontractors

The Contractor may subcontract services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

23. Payments to Subcontractors

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor or supplier. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial

property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

24. Indemnification, Hold Harmless and Limitation of Liability

- A. The Contractor shall hold the Lead State, Participating Entities and its agencies and employees harmless and shall indemnify the Lead State, Participating Entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including reasonable attorney's fees for personal injury or damage to real property or tangible personal property arising from the negligent or willful acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The State agrees that the Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$2,000,000.
- B. Contractor shall not be liable for damages that are the result of negligence by the Lead State, Participating Entity, or its employees. To the maximum extent permitted by applicable state law, Purchasing Entities agree to be responsible for their own acts, errors, or omissions pertaining to this indemnification provision.
- C. Additional representations

For acquisition of Services, the following additional terms shall apply. To the extent permitted by law, a Participating Entity accepts responsibility for and represents and warrants that: (a) the Participating Entity has obtained the appropriate license, intellectual property rights, or any other permissions required to support any Service Description, SOW, or Technical Specification Form signed by the Parties, or Contractor's performance of the Services, including the right to make any copies or Reproductions of any Participating Entity-provided software, (b) the Participating Entity's representations regarding the existence of an export license or the eligibility for export of software without a license are accurate, or (c) that Contractor shall not be held liable for the effect (if any) on the Participating Entity's third-party product warranties caused by having Contractor perform services on such third-party Products. The Contractor's liability under the contract for any cause whatsoever shall be limited to an aggregate amount of \$2,000,000. The foregoing limitation does not apply to Articles 12 and 24 A through 24 C of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder.

25. Amendments

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

26. Scope of Agreement

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

27. Severability

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

28. Enforcement of Agreement/Waivers

- A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.
- B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.
- C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

29. Web Site Maintenance

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCA/NASPO Contract Administrator. The Contractor agrees that the

approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.

- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. Once the website is approved, the Contractor may not make changes to the website without notifying the WSCA/NASPO Contract Administrator and receiving written approval of the changes.

30. Equal Opportunity Compliance

The Contractor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363.073 during the life of the Contract.

31. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's state.

32. Change in Contractor Representatives

Contractor shall appoint a primary representative to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in any

Contractor key personnel, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

33. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

34. Data Practices

A. The Contractor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contractor and all data provided to the State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contractor or the State.

C. The Contractor agrees to indemnify, save, and hold the State of Minnesota, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

35. Organizational Conflicts of Interest

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

36. Replacement Parts

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying USA OEM warranties.

37. FCC Certification

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

38. Site Preparation

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of any Products and shall bear the costs associated with the site preparation.

39. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or

any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract.

40. WSCA/NASPO Contract Administrator

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

41. Survival

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification,

Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish.

42. Succession

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

43. Notification

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

To MMD:

Department of Administration
Materials Management Division
Bernadette Kopischke, CPPB
Acquisitions Supervisor
50 Sherburne Avenue
112 State Administration Building
St. Paul, MN 55155
Fax: 651.297.3996
Email: bernie.kopischke@state.mn.us

To Contractor:

Dell Marketing L.P.
Attention: Public Contracts
Stephanie D. Shipp
One Dell Way, RR8-8707
Round Rock, TX 78682
Email: stephanie_shipp@dell.com

44. Reporting and Fees

A. Administration Reporting and Fees

1. The Contractor agrees to provide monthly utilization reports to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th

of March; etc.). The report shall be in the format developed by the Lead State and supplied to the Contractor.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtotaled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. The Contractor agrees to provide with the utilization report as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Contractor agrees to add EPEAT and/or Energy Star environmental information to utilization reports as the information becomes available as consumable reporting data.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.
6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

B. Participating Entity Reports and Fees

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.

2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.

3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

45. Default and Remedies

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
 - 1. Nonperformance of contractual requirements; or
 - 2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure within 30days of the written notification, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 - 1. Exercise any remedy provided by law or equity;
 - 2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
 - 3. Impose liquidated damages, as specified in a Participating Addendum;
 - 4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations.
 - 5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the equivalent product or equivalent

service from another Contractor.

D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

46. Audits

A. Website Audits

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on mutually acceptable procedures, described in **Exhibit E**, Audit Guidelines. The Contractor will review web pricing on a monthly basis to ensure discounts continue to be equal to or better than those required by the Agreement.

1. The product audit will closely monitor the products and services listed on the website to insure they comply with the approved products and services. The addition of products or services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

B. Sales Audits

The Contractor further agrees to perform sales audits based on the sample formulas described in **Exhibit E**, Audit Guidelines.

C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

47. Extensions

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and services to non-profit organizations, private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the governmental entity has no liability whatsoever concerning payment for products or services.

48. Sovereign Immunity

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

49. Ownership

A. Ownership of Documents/Copyright. Any reports, studies, photographs,

negatives, or other documents, whether in tangible or electronic forms, prepared by the Contractor in the performance of its obligations under the Contract and paid for by the State shall be the exclusive property of the State and all such material shall be remitted to the State by the Contractor upon completion, termination or cancellation of the Contract. The Contractor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contractor's obligations under the Contract without the prior written consent of the State.

- B. **Rights, Title and Interest.** All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contractor conceives or originates, either individually or jointly with others, which arise out of the performance of the Contract, will remain the property of the Contractor. Where applicable, works of authorship created by the Contractor, specifically for the State shall be considered "works for hire" as defined in the U.S. Copyright Act. Nothing in the Agreement shall be construed as transferring any right, title, or interest in any of the Contractor's or their third party's confidential information, trademarks, copyrights, intellectual property or other proprietary interest.

50. Prohibition Against Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

51. Antitrust

By entering into a Contract, the Contractor agrees to consider, in the Contractor's discretion, all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular goods or services purchased or acquired by the State under said Contract. For any cause of action taken herein by Contractor, the State, at the State's discretion, may participate in any such action. In the event that Contractor desires to participate in such action, the Contractor shall not oppose the State's request to join such action so long as the interests/positions of the State are not adverse to the interests/positions of the Contractor.

52. Right to Publish

- A. Any publicity given to the program, publications or services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

53. Performance While Dispute is Pending

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

54. Hazardous Substances

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

55. Customer Satisfaction/Complaint Resolution

- A. The Contractor's process for resolving complaints concerning products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

56. Value Added Services

The Contractor is expected to provide such services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

57. E-Rate Program

The Contractor's E-Rate identification number is: #143004340.

E-Rate eligibility depends upon who uses the equipment, how it is used and where it is located. In general terms, equipment located on school property and that is necessary for e-mail and Internet access in classrooms is eligible for E-Rate support.

The Contractor shall make every effort to continue its involvement in this program and to add products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie D. Shipp Stephanie D. Shipp

Title: Contract Strategist

Date: June 11, 2009

By: Jane McKenzie Jane McKenzie

Title: Senior Manager Contracts

Date: June 11, 2009

2. MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopischke

Title: Acquisitions Supervisor

Date: 6/15/09

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Brenda Willard

Date:

Original signed

JUN 15 2009

By Brenda Willard

EXHIBIT A – ADDITIONAL WARRANTIES

ProSupport for IT

Designed for IT Professionals and customers with their own helpdesk/service desk facilities, ProSupport for IT has stripped out the duplication that can occur with basic support packages and delivers the elements that IT professionals need, including the entitlement for your certified IT staff to receive Dell training and accreditation in order to qualify for Fast Track Dispatch. Also NASPO/WSCA's staff benefit from:

- Entitlement to enroll in Fast Track dispatch for Dell certified Customer Technicians
- Direct Access to Dell Expert Centers
- 24x7 Expert Center Support:

ProSupport for End Users

Designed for Customers with limited or no internal IT resource, ProSupport for end-users provides support in the areas that end-users typically encounter issues. The service is available 24 x 7. ProSupport for End Users also gives "Getting started" advice such as remote configuration or set up assistance associated with simple networks (including wired and wireless networks) and configuration assistance with common task small business applications such as:

- Symantec Endpoint Protection
- Microsoft Office
- Microsoft SBS
- QuickBooks
- Adobe Photoshop
- Adobe Acrobat

Service Options

1. Speed of Service Response

Mission Critical

The Mission Critical option includes either a 4 hour or 8 hour response, with the option of a 2 hour response service if your site falls within the service coverage area. Dell has 5 Global Command Centres for around the clock coverage around the world.

Dell's Critical Situation Process for severity 1 incidents provides:

- Ongoing, scheduled situation updates to keep you informed every step of the way
- Problem replication in Dell's simulation labs (as needed)
- Prioritized production in the event of a natural disaster

We will also provide emergency dispatch that allows simultaneous phone and on-site troubleshooting. In addition hardware fault monitoring is available on select server and storage platforms.

Same Day Response Service

Same day response/4-hour on-site service includes:

- After phone-based troubleshooting, a Dell-trained technician arrives on-site within 4 hours of problem determination, depending on location

- On-site service technicians coordinate incident resolution and troubleshooting directly with Dell's Expert Centers

Specialized On-site Service Options

With this module of ProSupport NASPO/WSCA can choose from a range of robust options tailored to your unique needs. Options include:

- On-site Service Delivery Manager
- On-site Escalation Manager
- On-site Service Engineer
- Scheduled On-site Service
- On-site Diagnosis Service

2. Premium Proactive

Maintenance

A study conducted in North America during 2007 showed that a massive 70% of IT budgets are spent on ongoing operations and maintenance. Our ProSupport Proactive Maintenance services have been designed to address this expenditure by reducing the cost and complexity of ongoing maintenance. Proactive maintenance includes:

- Proactively maximize availability
- Help reduce unplanned downtime
- Help reduce recovery time in the event of a technical incident by reducing the number of variables to diagnose and troubleshoot
- Minimize maintenance costs while maximizing uptime

Premium Proactive maintenance is available on select server and storage platforms.

Enterprise Wide Contract

A ProSupport Enterprise Wide Contract from Dell has been proven to reduce technical incidents by as much as 37%. This ProSupport option includes:

- Designated Service Delivery Manager
- On boarding support assessment & comprehensive planning
- Monthly management reviews
- Incident status and defined reporting
- Dell Fast-Track dispatch (with certification)
- 7x24x365 access to Dell Expert Centers
- Technical training and certification program
- Escalation management
- Global Command Centers
- Collaborative support for hardware and software
- Next-Business-Day on-site service

Your designated Service Delivery Manager service includes:

- On boarding support assessment
- Comprehensive planning
- Monthly management reviews
- Incident status and defined reporting

Remote Advisory Options

Remote advisory assistance is designed to support your specialized applications and solutions. It is ideal for ongoing support of Dell Infrastructure Consulting Services deployed solutions or for additional configuration and optimization needs. Customers can select remote advisory services that cover the following specialist areas:

- Virtualization
- Exchange
- Systems Management
- Storage Technology
- Backup and Recovery

Fast Track Dispatch Program

This program is included for customers who choose the ProSupport for IT service model.

Fast Track Dispatch provides the ability for certified IT staff to dispatch parts and/or labor without having to go through scripted phone troubleshooting. The necessary online technical training and certification for major Dell product families is included in the program. IT professionals have access to technical support tips and in-depth hardware and software information. Also, they have direct phone access to expert technicians who can assist with more complex issues when needed.

3. Protection

CompleteCare

Protect assets from inevitable mishaps with CompleteCare Accidental Damage cover to ensure an easy and flexible repair and replacement service for most accidental damage. CompleteCare helps to save time, money and resources in the event of unplanned events such as:

- Spills
- Drops
- Breakages
- Electrical surges

For notebooks and mobile workstations CompleteCare Theft protection is available.

CompleteCare Multi-cover provides both Accidental Damage and Theft Protection under in one easy package.

CompleteCare is essential investment protection for systems that are exposed to high-risk multi-use, high mobility, multiple users and harsh environments.

EXHIBIT B – COMPLAINT RESOLUTION

A dedicated member of your Account Team, your Sales Representative is the owner for any procurement, pricing, or supply issues that may arise. Your Sales Representative has a clearly defined escalation path for issues which includes routing them through an Inside Sales Manager, up through to the appropriate Regional Director. Your Sales Representative is directly accountable to NASPO/WSCA and will keep you apprised of issue resolution and progress.

In the rare case an issue cannot be resolved through standard channels; the escalation process would be directed to the level of Sales Vice President.

The Dell Account Teams provide Executive Business Reviews on a quarterly basis. This tool is like a bank statement that provides purchase history information, tracks our performance against Service Level Agreements and develops specific action plans where needed to meet your objectives. The goal is to use the benefits of our direct relationship to provide you with unprecedented accountability on the products, services and support you want and give you as proactive analysis of what's working and what's not.

Invoicing Resolution

Purchase order management helps Dell maintain our commitment to excellence by allowing us to process orders accurately and efficiently. In support of these goals, Dell assigns a Finance/Accounting Associate to each account. This individual is responsible for resolution of disputed invoices. The Associate will work with NASPO/WSCA's Accounts Payable, Procurement or other necessary departments to resolve disputes.

Your Dell Customer Care representative will help with errors such as duplicate invoices, wrong product shipped, etc. If needed, the dedicated Finance/Accounting Associate for NASPO/WSCA will resolve billing issue.

If NASPO/WSCA is set up for monthly consolidated invoicing, Dell requires that you pay undisputed item(s) and follow the above procedures for error correction.

Dell provides the following solutions to customers in resolving their most common invoicing issues:

If a customer didn't receive original copy in the mail, or it is delayed or lost in the customer's mailroom, Dell makes available round-the-clock access to online copies for all Dell invoices – paid and unpaid – for 24 months. The online invoices look just like the original hard-copy invoices and include service tag numbers for simplified comparisons. Dell can also provide email notification of invoices.

If a customer wants one invoice per purchase order, Dell's collections team can set the customer up for consolidated invoicing. Or, if the request is just for one PO, Dell's customer care or collections team can request a manual consolidated invoice.

If a customer wants their invoice to match their purchase order, Dell's customer care or collections team can request manual invoice.

EXHIBIT C – VALUE-ADDED SERVICES

Contact Dell for further details on these programs:

Custom Factory Integration

Parts Replacement Program

Asset Management Services

Image Management Services

Asset Recovery Services

Managed Deployment Services

Modular Services

Automated Deployment

Training Services

Dell Virtualization Services

Assessment, Design & Implementation Services

EXHIBIT D - LEASING

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. A sample agreement can be found at: www.dell.com/naspowsca

EXHIBIT E – AUDIT GUIDELINES

Website Audits:

1. Websites need to be accurate with both pricing and part numbers
2. Manufacturers MUST have a mechanism in place for periodic and random internal auditing of pricing on the website
3. WSCA will randomly audit websites for accurate pricing
4. Upon request, Contractor will provide documentation of pricing and discounts accuracy

Sales Audits

Sample Guidelines

Frequency: Quarterly

Scope: one tenth of one percent (.001) of purchase orders – at least one if any sales, no more than 100 audits

- Up to 1,000 sales = 1 audit
- 10,000 sales = 10 audits
- Up to 100,000 sales = 100 audits
 - Random sample of purchase orders-invoices
- Can offer several different statistical methods for such small samples

Documentation:

- Contractor to test and keep documentation internally. Noting any actions to correct findings, as necessary.
- Periodic summary report to WSCA/NASPO containing audit findings as summary numbers ONLY

Addendum to Master Price Agreement

Between

Dell Marketing, L.P.

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27160

Executed on: June 15, 2009

August 12, 2009

Page 1 of 2

This Master Price Agreement Addendum governs Dell Marketing, L.P. (hereinafter "CONTRACTOR") use of the NASPO/WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the NASPO/WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSCA names and logos on a web site as a "click on" link to the Master Price Agreement and/or as otherwise approved for posting on the CONTRACTOR's approved NASPO/WSCA website. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSCA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSCA names and logos NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its authorized sub-contractors, authorized resellers, and/or authorized agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO/WSCA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its authorized sub-contractors, authorized re-sellers, and/or authorized agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its authorized subcontractors, authorized resellers, or authorized agents to make, any alterations to NASPO's or WSCA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSCA's names or logos in a manner or context that could adversely affect NASPO's/WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its authorized sub- contractors, authorized re-sellers, and authorized agents must cease all use of the NASPO/WSCA names and logos; except that, CONTRACTOR may use the NASPO/WSCA names for reference purposes in a description of its prior experience.

Signatures to follow on Separate Page

Addendum to Master Price Agreement

Between

Dell Marketing, L.P.

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSCA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27160

Executed on: June 15, 2009

August 12, 2009

Page 2 of 2

Acknowledged:

DELL MARKETING L.P.:

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Stephanie D. Shipp Signature

Contract Strategist

Title

12 August 2009 Date

LEAD STATE:

In accordance with state statutes or rules.

Bernadette Kopischke Signature

Acq. Supvr. Title

8/17/09 Date

**AMENDMENT NUMBER: ONE (1)
TO CONTRACT NUMBER: B27160**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, and on behalf of the WSCA/NASPO ("Lead State") and Dell Marketing L.P., One Dell Way, Mailstop 8708, Round Rock, TX 78682 (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the Contractor shall provide the basic warranty, three year, next business day, as stated in Appendix B of the RFP, for all products included in the Bands listed in Article 14 Products and Services Schedule. (Bands 1. Servers; 2. Workstations; 3. Printers; 4. Storage Solutions; 5. PDA's; 6. Instructional and Public Safety Bundles; and 7. Monitors.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The Contractor may offer one-year and/or two-year warranties for each Band of equipment provided under the Contract. The Contractor shall show these as options when configuring a system/obtaining a quote, as a reduction in the cost of the equipment.

This Amendment is effective beginning on the date that the final required signatures are obtained, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

Intentionally Left Blank

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie Miller

Title: Contracts Sr. Consultant

Date: September 28, 2010

By: _____

Title: _____

Date: _____

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Bernadette Kopischke

Title: Acquisitions Supervisor

Date: 9/29/10

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Brenda Mueller

Date: 9/29/10



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27160
AMENDMENT NUMBER 2**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through August 31, 2014.
2. The configuration limit of servers and storage may be increased up to \$500,000 if this limit is approved by the State in their Participating Addendum.
3. The Premium Saving Package "Intent to Participate" document may be eliminated IF participation in the Premium Savings Package is approved by the State in their Participating Addendum.

This Amendment is effective beginning on September 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2014 or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.



WSCA/NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie M. H.

Title: Contract Manager

Date: June 26, 2012

By: _____

Title: _____

Date: _____

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: Joe Kahle

Title: Acquisition Management Specialist

Date: 7/9/12

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: Laura J. Jammet

Date: 7/9/2012



WSCA-NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**WSCA-NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27160
AMENDMENT NUMBER 3**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through August 31, 2014, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through December 31, 2014.

This Amendment is effective beginning on September 1, 2014, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until December 31, 2014 or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CONTRACTOR: Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: D. Wington

Title: Public Contracts Manager

Date: 06/25/2014

By: _____

Title: _____

Date: _____

2. LEAD STATE

MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 7/1/14

3. LEAD STATE

COMMISSIONER OF ADMINISTRATION

Or delegated representative.

Original signed

By: _____

Date: JUL - 9 2014

By Lucas J. Jannett



WSCA-NASPO Contract Administration

112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Fax: 651.297.3996
TTY: MN Relay Service 1.800.627.3529
<http://www.mmd.admin.state.mn.us>

**WSCA-NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27160
AMENDMENT NUMBER 4**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through December 31, 2014, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through March 31, 2015.

This Amendment is effective beginning on January 1, 2015, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until March 31, 2015, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: D. Wiegington

Title: Public Contracts Manager

Date: 11/06/2014

By: _____

Title: _____

Date: _____

**2. LEAD STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 11/25/14

**3. LEAD STATE OF MINNESOTA
COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: [Signature]

Date: 11/26/2014



WSCA-NASPO Contract Administration

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**WSCA-NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27160
AMENDMENT NUMBER 5**

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Dell Marketing, L.P. (Contractor).

WHEREAS, the Lead State has a Contract with the Contractor identified as No. B27160, effective September 1, 2009, through March 31, 2015, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through September 30, 2015.

This Amendment is effective beginning on April 1, 2015, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until September 30, 2015, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**2. LEAD STATE OF MINNESOTA
MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: _____

Title: Acquisition Management Specialist

Date: _____

**3. LEAD STATE OF MINNESOTA
COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: _____

Date: _____

RESOLUTION 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
WAIVING THE BID PROCESS BY PIGGYBACKING WESTERN STATES
CONTRACTING ALLIANCE (WSCA) CONTRACT B27160, AND
AUTHORIZING THE PURCHASE OF A STORAGE AREA NETWORK
ARRAY FROM DELL INC., FOR AN AMOUNT NOT TO EXCEED \$35,036

WHEREAS, the National City Police Department is implementing NetRMS, a county-wide platform for web-based records management that requires storage capacity that exceeds the available capacity in the current storage infrastructure; and

WHEREAS, the Dell PS6100X Storage Area Network Array will provide adequate storage to support NetRMS and allow for future data growth within the infrastructure; and

WHEREAS, the City of National City will get the best price for the Dell PS6100X Storage Area Network Array by "piggybacking" the State of California Western States Contracting Alliance ("WSCA") contract B27160; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made from Dell, Inc., without complying with the competitive bidding procedure set forth in the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the State of California's procurement procedures are in substantial compliance with the City's procurement procedures, and pursuant to Section 2.60.260 of the Municipal Code, authorizes the waiver of the bidding process for the purchase of the Dell PS6100X Storage Area Network Array from Dell, Inc., for an amount not to exceed \$35,036 by utilizing Western States Contracting Alliance Contract B27160.

PASSED and ADOPTED this 15th day of September, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to Kinsman Construction, Inc. in the not-to-exceed amount of \$768,463.00 for the Police Department Building Improvements, CIP No. 15-06; 2) authorizing a 25% contingency i

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) awarding a contract to Kinsman Construction, Inc. in the not-to-exceed amount of \$768,463.00 for the Police Department Building Improvements, CIP No. 15-06; 2) authorizing a 25% contingency in the amount of \$192,115.75 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

PREPARED BY: Jose Lopez, Civil Engineering Tech


DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4312

APPROVED BY:

EXPLANATION:

See attached.


for Stephen Mangano

FINANCIAL STATEMENT:

APPROVED:



Finance

ACCOUNT NO.

APPROVED:

MIS

001-409-500-598-1181 (Police Dept. Building Improvements): \$493,463.00
131-409-500-598-1181 (Police Dept. Building Improvements): \$175,000.00
325-409-500-598-1181 (Police DIF): \$35,000.00
629-409-500-598-8034 (Civic Center Server Room Fire Suppression): \$15,000.00
629-409-500-598-8035 (Police Dept. Server Room Fire Suppression): \$50,000.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

EXPLANATION

The Police Department Building Improvements Project, CIP No. 15-06, includes electrical and mechanical upgrades to support expansion of the Police Department Property and Evidence Room, ADA upgrades, fire suppression system upgrades to both the Police Department server room and City Hall server room, HVAC upgrades to the Police Department server room, and waterproofing.

On July 16, 2015, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On July 17, 2015 and July 21, 2015, the bid solicitation was advertised in local newspapers.

On August 20, 2015, four (4) bids were received electronically on PlanetBids by the 3:00 p.m. deadline. Bid results were available immediately after the 3:00 p.m. deadline. Kinsman Construction, Inc. was the apparent lowest bidder with a total bid amount of \$768,463.00 as the basis of bid award.

Upon review of all documents submitted and reference checks, Kinsman Construction, Inc.'s bid was found to be responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.

Staff recommends awarding a contract to Kinsman Construction, Inc. in the not-to-exceed amount of \$768,463.00 for the Police Department Building Improvements, CIP No. 15-06, and authorizing a 25% contingency in the amount of \$192,115.75 for unforeseen changes that may arise.



BID OPENING RESULTS

NAME: POLICE DEPARTMENT BUILDING IMPROVEMENTS
CIP NO: 15-06
DATE: Thursday, August 20, 2015
TIME: 3:00 P.M.
ESTIMATE: \$1,250,000.00
PROJECT ENGINEER: Kuna Muthusamy, P.E.

NO.	BIDDER'S NAME	BID AMOUNT	ADDENDA Add. #1, 2, 3, 4, 5	BID SECURITY -CHECK -BOND
1.	Kinsman Construction, Inc. 6711 Nancy Ridge Drive San Diego, CA 92121	\$ 768,463.00	Yes	Bond
2.	Soltek Pacific Construction Company 2424 Congress Street San Diego, CA 92110	\$ 812,360.00	Yes	Bond
3.	M.A. Stevens Construction, Inc. 125 E. 17 th Street National City, CA 91950	\$1,169,129.61	Yes	Bond
4.	Fordyce Construction, Inc. 9932 Prospect Ave #138 Santee, CA 92071	\$1,216,304.00	Yes	Bond

Bid Results for Project Police Department Building Improvements (CIP No. 15-06)									
Item No.	Description	Unit	Qty.	Kinsman Construction INC		Soltek Pacific Construction		M.A. Stevens Construction, Inc.	
				Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
Base Bid									
1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00	\$175,216.26	\$175,216.26
2	Police Department Evidence Room and Electrical Systems Upgrades	LS	1	\$539,995.00	\$539,995.00	\$536,603.00	\$536,603.00	\$841,255.35	\$841,255.35
3	Field Orders	AL	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
				Subtotal	\$574,995.00		\$621,603.00		\$1,026,471.61
Additive Bid 1									
4	Mobilization	LS	1	\$6,554.00	\$6,554.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00
5	Police Department Data/ServerRoom HVAC	LS	1	\$59,848.00	\$59,848.00	\$95,252.00	\$95,252.00	\$81,225.00	\$81,225.00
				Subtotal	\$66,402.00		\$95,253.00		\$82,225.00
Additive Bid 2									
6	Mobilization	LS	1	\$6,554.00	\$6,554.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00
	Police Department Data/Server Room Fire Suppression System	LS	1	\$59,845.00	\$59,845.00	\$51,272.00	\$51,272.00	\$10,766.00	\$10,766.00
				Subtotal	\$66,399.00		\$51,273.00		\$11,766.00
Additive Bid 3									
8	Mobilization	LS	1	\$2,527.00	\$2,527.00	\$1.00	\$1.00	\$1,000.00	\$1,000.00
9	City Hall Data/Server Room Fire Supression System	LS	1	\$23,085.00	\$23,085.00	\$26,750.00	\$26,750.00	\$24,817.00	\$24,817.00
				Subtotal	\$25,612.00		\$26,751.00		\$25,817.00
Additive Bid 4									
10	Hydrophobic Polyurethane Grout - Curtain Injection	LS	1	\$22,471.00	\$22,471.00	\$14,980.00	\$14,980.00	\$11,650.00	\$11,650.00
				Subtotal	\$22,471.00		\$14,980.00		\$11,650.00
Additive Bid 5									
11	Planter Lighting Electrical Work	LS	1	\$12,584.00	\$12,584.00	\$2,500.00	\$2,500.00	\$11,200.00	\$11,200.00
				Subtotal	\$12,584.00		\$2,500.00		\$11,200.00
				Total	\$768,463.00		\$812,360.00		\$1,169,129.61

RESOLUTION 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AWARDING A CONTRACT TO KINSMAN CONSTRUCTION, INC., FOR
THE NOT-TO-EXCEED AMOUNT OF \$768,463.00 FOR THE POLICE
DEPARTMENT BUILDING IMPROVEMENTS, AUTHORIZING A 25%
CONTINGENCY IN THE AMOUNT OF \$192,115.75 FOR ANY UNFORESEEN
CHANGES; AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, on August 20, 2015, the Engineering Department publicly opened, examined, and declared four (4) sealed bids for the Police Department Building Improvements Project, which includes electrical and mechanical upgrades to support expansion of the Police Department Property and Evidence Room, ADA upgrades, fire suppression system upgrades to both the Police Department server room and City Hall server room, HVAC upgrades to the Police Department server room, and waterproofing; and

WHEREAS, Kinsman Construction, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$768,463.00; and

WHEREAS, a 25% contingency amount up to \$192,115.75 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Police Department Building Improvements Project to the lowest responsive, responsible bidder, to wit:

KINSMAN CONSTRUCTION, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute on behalf of the City a contract in the amount of 768,463.00 with Kinsman Construction, Inc., for the Police Department Building Improvements Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 25% contingency amount up to \$192,115.75 for unforeseen changes to the Project.

PASSED and ADOPTED this 15th day of September, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Warrant Register #4 for the period of 07/22/15 through 07/28/15 in the amount of \$2,052,437.76. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #4 for the period of 07/22/15 through 07/28/15 in the amount of \$2,052,437.76
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/22/15 through 07/28/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
EC Constructors Inc	318760	296,950.38	Aquatic Center
Kimley Horn and Assoc	318777	108,638.43	Paradise Creek Rest/ DT Westside Connect
KTU&A	318778	96,169.74	8 th Street Signage
LB Civil Construction Inc	318779	542,315.58	A Avenue Green Street
Pal General Engineering	318796	228,930.13	Retention
Project Professionals Corp	318802	92,037.70	12 th & D Roundabout
SANDPIPA	318812	136,028.00	WC Claims Costs
Union Bank of California	427002	315,224.80	GO Bonds RFND Bonds 2012

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Reimbursement total \$2,052,437.76

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$2,052,437.76

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #4



WARRANT REGISTER #4
7/28/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ANDREWS, J	REIMB: FIELD EVIDENCE TECHNICIAN COURSE	318746	7/28/15	224.04
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COSTS	318747	7/28/15	1,627.72
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COSTS	318748	7/28/15	685.35
BOARD OF EQUALIZATION	SALES TAX LIABILITY / APR - JUN 2015	318749	7/28/15	1,948.00
BOOT WORLD	MOP#64096 WEARING APPAREL	318750	7/28/15	356.90
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING MATERIALS	318751	7/28/15	638.52
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 ELECTRIC MATERIALS	318752	7/28/15	79.65
CESNAUSKAS, S	REFUND: DEDUCTION PAID IN FULL	318753	7/28/15	580.00
CHRISTIANSEN, M	ED REIMBURSEMENT	318755	7/28/15	250.00
CITY OF NATIONAL CITY	PEITY CASH REPLENISHMENT - MAY 2015	318756	7/28/15	778.22
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - JUNE 2015	318757	7/28/15	8,169.75
DELTA DENTAL	COBRA DENTAL INS - JUNE 2015	318758	7/28/15	370.89
DURAN, D	REIMB: 24-HR PERISHABLE SKILLS TRAINING	318759	7/28/15	107.08
EC CONSTRUCTORS INC	AQUATIC CENTER	318760	7/28/15	296,950.38
ENTERPRISE FLEET MANAGEMENT	CAP COST REDUCTIONS	318761	7/28/15	14,463.21
FAIRWAYS VIEWS HOA	REFUND: OVERPAYMENT	318762	7/28/15	558.29
FELIX, Y	REIMB: CIVILIAN MANAGEMENT SEMINAR	318763	7/28/15	35.00
FERNANDEZ, E	REFUND: S8 OVERPAYMENT	318764	7/28/15	56.00
GAUT, A	REIMB: LUNCH FOR INTERVIEW PANEL	318765	7/28/15	64.62
GEOSYNTEC CONSULTANTS INC	EDUCATION VILLAGE REDEVELOP / S A	318766	7/28/15	5,774.10
GONZALES, G	SUBSISTENCE: 24-HR PERISHABLE SKILLS TRAINING	318767	7/28/15	384.00
GRAINGER	MOP#65179 MATERIALS	318768	7/28/15	382.80
GREGORY, B	REIMB: POLICE BUDGET ACADEMY	318769	7/28/15	99.90
GUTIERREZ JR, C	SUBSISTENCE/ROADSIDE ENFORCEMENT	318770	7/28/15	256.00
GUTIERREZ JR, C	REIMB: STANDARDIZED FIELD SOBRIETY	318771	7/28/15	116.15
HARRIS & ASSOCIATES	8TH STREET SMART GROWTH	318772	7/28/15	5,985.00
HEALTH NET	HEALTH NET - JUNE 2015 R1192Q	318773	7/28/15	1,726.35
IAPMO	REGISTRATION: RESIDENTIAL/COMMERCIAL / FIRE	318774	7/28/15	330.00
INNOVATIVE CONSTRUCTION	A AVENUE GREEN STREET	318775	7/28/15	48,431.00
KAISER FOUNDATION HEALTH PLANS	RETIREEES INS - COBRA JUNE 2015	318776	7/28/15	509.71
KIMLEY HORN AND ASSOC INC	PARADISE CREEK REST / DT WESTSIDE CONNECT	318777	7/28/15	108,638.43
KTU&A	8TH STREET SIGNAGE	318778	7/28/15	96,169.74
L B CIVIL CONSTRUCTION INC	A AVENUE GREEN STREET	318779	7/28/15	542,315.58
LASER SAVER INC	MOP 45725 INK CARTRIDGE - FINANCE	318780	7/28/15	103.50
LONG, D	SUBSISTENCE: 24-HR PERISHABLE SKILLS TRAINING	318781	7/28/15	384.00
MACIAS, M	SUBSISTENCE: BASIC SUPERVISORY COURSE	318782	7/28/15	1,280.00
MARTINEZ, C	REIMB: ADVANCED COMMUNICATIONS TRAINING	318783	7/28/15	110.28
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	318784	7/28/15	5,565.50
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	318785	7/28/15	2,058.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	318786	7/28/15	1,900.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	318787	7/28/15	1,837.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	318788	7/28/15	1,264.30
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	318789	7/28/15	7.50
NAPA AUTO PARTS	MOP45753. AUTOMOTIVE SUPPLIES / NSD	318790	7/28/15	156.05
NATIONAL CITY CHAMBER	NC TOURISM MARKETING FEE - MAY 2015	318791	7/28/15	28,819.45
NEXUS IS INC	INV82723/84050 / TELEPHONE SERVICES	318792	7/28/15	910.00
MATTHEWS, N	REIMB: FIELD EVIDENCE TECHNICIAN COURSE	318793	7/28/15	224.04
OPPER & VARCO LLP	PROFESSIONAL SVCS - CARMAX	318794	7/28/15	650.00
PACIFIC AUTO REPAIR	MOP#72448 AUTO EQUIPMENT	318795	7/28/15	341.09



WARRANT REGISTER #4
7/28/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAL GENERAL ENGINEERING INC	RETENTION	318796	7/28/15	228,930.13
PECK, B	SUBSISTENCE: 24-HR PERISHABLE SKILLS	318797	7/28/15	384.00
POTTER, C	REFUND: HEALTH INSURANCE	318798	7/28/15	484.91
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS	318799	7/28/15	589.64
PRO BUILD	MOP#45707 BUILDING MATERIAL	318800	7/28/15	2,388.84
PROGRESSIVE SOLUTIONS INC	SOFTWARE LICENSING RENEWAL	318801	7/28/15	23,792.67
PROJECT PROFESSIONALS CORP	12TH & D ROUNDABOUT	318802	7/28/15	92,037.70
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	318803	7/28/15	778.75
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24-HR PERISHABLE SKILLS TRAINING	318805	7/28/15	320.00
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24-HR PERISHABLE SKILLS TRAINING	318806	7/28/15	320.00
ROBERT HALF INTERNATIONAL	TEMPORARY OFFICE STAFF / FIRE	318807	7/28/15	731.52
S D COUNTY FIRE CHIEFS' ASSN	MEMBERSHIP RENEWAL / FIRE	318808	7/28/15	250.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO PARTS	318809	7/28/15	309.23
SAN DIEGO AIR POLLUTION	PERMIT RENEWAL / PUBLIC WORKS	318810	7/28/15	356.00
SAN DIEGO PR	LAYOUT/EDITING/DISTRIBUTION OF NC NEWS	318811	7/28/15	1,200.00
SANDPIPA	WC CLAIM COSTS	318812	7/28/15	136,028.00
SOUTHERN CALIFORNIA SOIL	A AVE GREEN STREET	318813	7/28/15	4,266.50
STAPLES ADVANTAGE	MOP#45704 OFFICE SUPPLIES	318814	7/28/15	238.75
STC TRAFFIC INC	CITYWIDE DATA	318815	7/28/15	41,635.00
STEVENS, C	SUBSISTENCE: 24-HR PERISHABLE SKILLS	318816	7/28/15	384.00
TAYLOR, J	REIMB: CRIMINAL INVESTIGATION	318817	7/28/15	105.89
THE HOME DEPOT CREDIT SERVICES	MOTION LIGHT / PW	318818	7/28/15	793.86
TORREY PINES BANK	AQUATIC CENTER ESCROW	318819	7/28/15	15,628.97
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	318820	7/28/15	135.01
ROBERT ABEL INVESTIGATIVE SVCS	LEGAL SERVICE / S A	318821	7/28/15	450.50
			A/P Total	1,737,212.96
WIRED PAYMENTS				
UNION BANK OF CALIFORNIA	GO BONDS OBLIGATION RFND BONDS 2012	427002	7/27/15	315,224.80

GRAND TOTAL

\$ 2,052,437.76

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15th OF SEPTEMBER, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #5 for the period of 07/29/15 through 08/04/15 in the amount of \$3,078,412.53. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO.: 1

ITEM TITLE:

Warrant Register #5 for the period of 07/29/15 through 08/04/15 in the amount of \$3,078,412.53 (Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 07/29/15 through 08/04/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net Inc	318893	65,552.60	Health Net Ins R1192A Aug 2015
Kaiser Foundation HP	318900	174,114.70	Kaiser Ins Act Aug'15 Gp 104220-0002
Portillo Concrete, Inc	318940	109,846.60	Highland Ave ADA Enhancements
San Diego Pooled Ins	318961	292,558.00	Liability Insurance / 7-01-15 / 7-01-16
Public Emp Ret System	7312015	346,295.54	Service Period 7/07/15 – 7/20/15

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Reimbursement total \$3,078,412.53

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$3,078,412.53

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #5



WARRANT REGISTER #5
8/4/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SOUTHWEST SIGNAL SERVICE	TRAFFIC SIGNAL MAINTENANCE / APRIL	318823	8/3/15	31,399.83
ALLIANT INSURANCE SVCS INC	LIABILITY INSURANCE FUND	318824	8/4/15	486.00
ACEDO	RETIREE HEALTH BENEFITS AUG 2015	318825	8/4/15	160.00
AFLAC	AFLAC ACCT BDM36 AUGUST 2015	318826	8/4/15	653.00
ALDEMCO	FOOD - NUTRITION CENTER	318827	8/4/15	6,803.85
ALL FRESH PRODUCTS	FOOD & CONSUMABLES / NUTRITION	318828	8/4/15	7,820.78
ANDERSON, E	RETIREE HEALTH BENEFITS AUG 2015	318829	8/4/15	110.00
AO COOLERS	12 PACK CANVAS RED / FIRE	318830	8/4/15	254.81
AT&T	PHONE SERVICE 6/1/15 - 6/30/15	318831	8/4/15	836.27
AT&T MOBILITY	WIRELESS SERVICES 6/6/15 - 7/5/15	318832	8/4/15	2,259.87
BEARD, P	RETIREE HEALTH BENEFITS AUG 2015	318833	8/4/15	70.00
BECK, L	RETIREE HEALTH BENEFITS AUG 2015	318834	8/4/15	140.00
BISHOP, R	RETIREE HEALTH BENEFITS AUG 2015	318835	8/4/15	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS AUG 2015	318836	8/4/15	260.00
BOYD JR, P	RETIREE HEALTH BENEFITS AUG 2015	318837	8/4/15	145.00
BRIAN COX MECHANICAL INC	REQUIRED PREVENTATIVE MAINTENANCE	318838	8/4/15	266.00
C A P F	FIRE LTD AUGUST 2015	318839	8/4/15	608.00
CAHA	CAHA & CHAPTER MEMBERSHIP / SEC 8	318840	8/4/15	900.00
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING AND STRUCTURES REPAIRS	318841	8/4/15	960.32
CALIFORNIA LAW ENFORCEMENT	PD LTD AUGUST 2015	318842	8/4/15	1,935.50
CAMEON, C	REIMB EDUC/LEGAL ASPECTS OF EVIDENCE	318843	8/4/15	141.00
CARRILLO, R	RETIREE HEALTH BENEFITS AUG 2015	318844	8/4/15	290.00
CITY OF CHULA VISTA	ANIMAL SHELTER COSTS / PD	318845	8/4/15	36,439.13
COLE, L	RETIREE HEALTH BENEFITS AUG 2015	318846	8/4/15	165.00
CONDON, D	RETIREE HEALTH BENEFITS AUG 2015	318847	8/4/15	280.00
COOPER'S PLUMBING & HEATING	CITY-WIDE BACKFLOW TESTING	318848	8/4/15	4,800.00
CORPUZ, T	RETIREE HEALTH BENEFITS AUG 2015	318849	8/4/15	140.00
COUNTY OF SAN DIEGO	DEH2006-HUPFP-20575 PERMIT	318850	8/4/15	797.00
COX COMMUNICATIONS	INTERNET SERVICE / JUL 2015	318851	8/4/15	3,589.33
COX COMMUNICATIONS	INTERNET SERVICE - 7/10/15 - 8/9/15	318852	8/4/15	49.65
CPP PRINTING	NCPD DISPLAY SIGN	318853	8/4/15	344.58
CPRS AGING SERVICES	NEW CPRS MEMBESHIP - COMM SVCS	318854	8/4/15	300.00
CULLIGAN	WATER SOFTNER FOR DISHWASHER / NUTRITION	318855	8/4/15	208.50
D PREP L L C	TUITION INCIDENT RESPONSE TRAINING	318856	8/4/15	580.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS AUG 2015	318857	8/4/15	250.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET / PW	318858	8/4/15	8,941.08
DEESE, L	REIMB FOR TRAVEL ICMA CONFERENCE	318859	8/4/15	211.20
DELTA DENTAL	DENTAL INS PREMIER AUGUST 2015	318860	8/4/15	14,677.19
DELTA DENTAL INSURANCE CO	PMI DENTAL INS AUGUST 2015	318861	8/4/15	2,866.38
DEPARTMENT OF TRANSPORTATION	HIGHWAY LIGHTING FOR FY 2015	318862	8/4/15	10,515.72
DESROCHERS, P	RETIREE HEALTH BENEFITS AUG 2015	318863	8/4/15	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS AUG 2015	318864	8/4/15	70.00
DILLARD, S	RETIREE HEALTH BENEFITS AUG 2015	318865	8/4/15	480.00
DREDGE, J	RETIREE HEALTH BENEFITS AUG 2015	318866	8/4/15	250.00
DUVALL, S	REFUND OF CPR CLASS - FIRE DEPT	318867	8/4/15	50.00
EARLY CHILDHOOD	DELUXE CLASSROOM CLOSET / CSD	318868	8/4/15	2,553.79
EISER III, G	RETIREE HEALTH BENEFITS AUG 2015	318869	8/4/15	250.00
EMERGENCY EQPT ENGINEERING	LEATHER GEAR- NEW PD EMP	318870	8/4/15	148.50
ESGIL CORPORATION	PLAN CHECK AND INSPECTION SERVICES	318871	8/4/15	21,519.20



WARRANT REGISTER #5
8/4/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ESPIRITU, D	REIMB SMIP TRAVEL EXPENSE - P D DEP	318872	8/4/15	950.00
EXPERIAN	CREDIT CHECKS / POLICE	318873	8/4/15	93.60
EXPRESS PIPE AND SUPPLY CO INC	CITY WIDE PLUMBING PARTS & MATERIALS	318874	8/4/15	79.40
FABINSKI, D	RETIREE HEALTH BENEFITS AUG 2015	318875	8/4/15	220.00
FEDEX	POLICE TESTING MATERIALS	318876	8/4/15	34.68
FENTON NCP LLC	REF DEPOSIT FOR 404 MILE OF CARS WAY	318877	8/4/15	863.16
FLEET SERVICES INC	MOP#67804 AUTO PARTS	318878	8/4/15	154.44
FON-JON KENNELS	KENNEL FEES FOR POLICE K9'S	318879	8/4/15	390.00
GELSKEY, K	RETIREE HEALTH BENEFITS AUG 2015	318880	8/4/15	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS AUG 2015	318881	8/4/15	120.00
GOODYEAR TIRE & RUBBER COMPANY	MOP#72654 TIRES	318882	8/4/15	953.76
GRAINGER	MOP 65179 VESTS - NSD	318883	8/4/15	81.14
GUNDERT, M	RETIREE HEALTH BENEFITS AUG 2015	318884	8/4/15	350.00
HAINES & COMPANY	NORTH - SOUTH S D DIRECTORIES	318885	8/4/15	871.08
HANSON, E	RETIREE HEALTH BENEFITS AUG 2015	318886	8/4/15	135.00
HARLAN, M	RETIREE HEALTH BENEFITS AUG 2015	318887	8/4/15	500.00
HARRIS & ASSOCIATES	T&A 90078 NETREIT N C PARTNERS MAY 2015	318888	8/4/15	127.50
HAUG, S	RETIREE HEALTH BENEFITS AUG 2015	318889	8/4/15	120.00
HEALTH NET	HEALTH FULL NETWORK 57135A AUG 2015	318890	8/4/15	5,334.29
HEALTH NET	HEALTH NET INS AUG 2015 RETIREE	318891	8/4/15	1,595.84
HEALTH NET	HEALTHNET INS N5992A AUG 2015	318892	8/4/15	543.45
HEALTH NET INC	HEALTH NET INS R1192A AUG 2015	318893	8/4/15	65,552.60
HODGES, B	RETIREE HEALTH BENEFITS AUG 2015	318894	8/4/15	200.00
HONDO, E	RETIREE HEALTH BENEFITS AUG 2015	318895	8/4/15	110.00
HUNTER'S NURSERY INC	MOP 45719. SUPPLIES / NSD	318896	8/4/15	444.79
JAMES, R	RETIREE HEALTH BENEFITS AUG 2015	318897	8/4/15	140.00
JERAULDS CAR CARE CENTER	MOP#72449 AUTO EQUIPMENT	318898	8/4/15	141.10
JUNIEL, R	RETIREE HEALTH BENEFITS AUG 2015	318899	8/4/15	50.00
KAISER FOUNDATION HEALTH PLANS	KAISER INS ACT AUG'15 GROUP 104220-0002	318900	8/4/15	174,114.70
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS AUGUST 2015	318901	8/4/15	10,757.69
KAISER FOUNDATION HEALTH PLANS	KAISER H S A INS AUGUST 2015	318902	8/4/15	3,640.01
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS COBRA JUNE 2015	318903	8/4/15	509.71
KIMBLE, R	RETIREE HEALTH BENEFITS AUG 2015	318904	8/4/15	300.00
KNOX ATTORNEY SERVICE INC	KNOX ATTORNEY SERVICE	318905	8/4/15	19.95
L N CURTIS & SONS	BARRIER EXTR! GLOVES / FIRE	318906	8/4/15	1,897.84
LAKE SHORE LEARNING MATERIALS	FARM ANIMALS NUMBER PUZZLES / CSD	318907	8/4/15	496.27
LANDA, A	RETIREE HEALTH BENEFITS AUG 2015	318908	8/4/15	155.00
LANGUAGE LINE SERVICES	INTERPRETATION SERVICES	318909	8/4/15	69.25
LASER SAVER INC	MOP 45725 INK CARTRIDGE - ENG	318910	8/4/15	266.89
LEXIPOL LLC	FIRE POLICY MANUAL UPDATE/FIRE	318911	8/4/15	4,900.00
LIFELOC TECHNOLOGIES	PORTABLE BREATH TESTER / POLICE	318912	8/4/15	420.87
LIMFUECO, M	RETIREE HEALTH BENEFITS AUG 2015	318913	8/4/15	160.00
LUCAS, M	EMT D RECERTIFICATION FEES	318914	8/4/15	267.00
MAINTEX INC	RAGS 4 CORNER TURKISH TOWELS	318915	8/4/15	320.26
MALDONADO, J	RETIREE HEALTH BENEFITS AUG 2015	318916	8/4/15	130.00
MASON'S SAW	MOP#45729 MATERIALS	318917	8/4/15	359.30
MATIENZO, M	RETIREE HEALTH BENEFITS AUG 2015	318918	8/4/15	100.00
MC CABE, T	RETIREE HEALTH BENEFITS AUG 2015	318919	8/4/15	280.00
MEDINA, R	RETIREE HEALTH BENEFITS AUG 2015	318920	8/4/15	105.00



WARRANT REGISTER #5
8/4/2015

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MELLADO DESIGNS	SASHES / MISS NATIONAL CITY 2015	318921	8/4/15	113.40
MES CALIFORNIA	SHIPPING CHARGES FOR BOOTS -FIRE	318922	8/4/15	24.00
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	318923	8/4/15	95.56
METRO EXPRESSLANES	TOLL EVASION VIOLATION	318924	8/4/15	25.60
METRO FIRE & SAFETY	ALARM SWITCH / PW	318925	8/4/15	134.60
MINER, D	RETIREE HEALTH BENEFITS AUG 2015	318926	8/4/15	580.00
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENT 42	318927	8/4/15	927.23
MYERS, B	RETIREE HEALTH BENEFITS AUG 2015	318928	8/4/15	140.00
NAPA AUTO PARTS	MOP#45735 AUTO PARTS	318929	8/4/15	25.67
NOTEWARE, D	RETIREE HEALTH BENEFITS AUG 2015	318930	8/4/15	120.00
OCHOA, I	RETIREE HEALTH BENEFITS AUG 2015	318931	8/4/15	125.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	318932	8/4/15	277.24
PAUU JR, P	RETIREE HEALTH BENEFITS AUG 2015	318933	8/4/15	340.00
PEACE OFFICERS RESEARCH	ASSOCIATION FOR INSURANCE AND WC / POLICE	318934	8/4/15	50.00
PEASE JR, D	RETIREE HEALTH BENEFITS AUG 2015	318935	8/4/15	140.00
PERRY FORD	R & M CITY VEHICLES	318936	8/4/15	1,962.90
PETERS, S	RETIREE HEALTH BENEFITS AUG 2015	318937	8/4/15	290.00
PHILLIPS, W	TASER INSTRUCTOR RECERTIFICATION	318938	8/4/15	128.00
PORAC LEGAL DEFENSE FUND	LEGAL DEFENSE FUND-RESERVE POLICE	318939	8/4/15	67.50
PORTILLO CONCRETE, INC.	HIGHLAND AVE ADA ENHANCEMENTS	318940	8/4/15	109,846.60
POST, R	RETIREE HEALTH BENEFITS AUG 2015	318941	8/4/15	280.00
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS	318942	8/4/15	1,063.19
PRO BUILD	MOP 45707 MISC SUPPLIES - PD	318943	8/4/15	1,621.92
PROJECT PROFESSIONALS CORP	KIMBALL PARK & EL TOYON	318944	8/4/15	13,501.05
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	318945	8/4/15	130.96
RAY, S	RETIREE HEALTH BENEFITS AUG 2015	318946	8/4/15	190.00
REGIONAL TRAINING CENTER	SD EMPLOYMENT RELAT CONSORTIUM FEES	318947	8/4/15	2,572.00
REGIONAL TRAINING CENTER	R T C SUPERVISOR'S ACADEMY TRAINING	318948	8/4/15	550.00
REGIONAL TRAINING CENTER	SUPERVISOR'S ACADEMY	318949	8/4/15	550.00
RELIANCE STANDARD	VOLUNTARY LIFE INS AUGUST 2015	318950	8/4/15	3,024.15
ROARK, L	RETIREE HEALTH BENEFITS AUG 2015	318951	8/4/15	135.00
ROE, V	RETIREE HEALTH BENEFITS AUG 2015	318952	8/4/15	120.00
RON BAKER CHEVROLET	MOP#45751 AUTO EQUIPMENT	318953	8/4/15	415.71
RUIZ, J	RETIREE HEALTH BENEFITS AUG 2015	318954	8/4/15	310.00
S & S WORLDWIDE INC	FOOTBALL TOSS GAME / CSD	318955	8/4/15	335.23
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST	318956	8/4/15	32.00
SAGREDO, C	REFUND OF CPR CLASS FIRE DEPT	318957	8/4/15	25.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	318958	8/4/15	162.75
SAN DIEGO DAILY TRANSCRIPT	CIP NO. 15-06 ADVERTISING BLDG IMPROV	318959	8/4/15	627.00
SAN DIEGO GAS & ELECTRIC	SVC 5/17/15 - 6/16/15 - NUTRITON	318960	8/4/15	6,022.53
SAN DIEGO POOLED INSURANCE	LIABILITY INSURANCE / 7-01-15 / 7-1-16	318961	8/4/15	292,558.00
SAN DIEGO POOLED INSURANCE	BOND/CRIME PROGRAM / 7-1-15 / 6-30-15	318962	8/4/15	4,971.00
SANCHEZ, Y	REFUND DIRECT DEP ACCT CANNOT LOCATED	318963	8/4/15	75.80
SANDAG	SANDAG ASSESSMENTS	318964	8/4/15	12,796.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC	318965	8/4/15	5,448.72
SEAPORT MEAT COMPANY	FOOD FOR NUTRITION CENTER	318966	8/4/15	3,560.55
SERVATIUS, J	RETIREE HEALTH BENEFITS AUG 2015	318967	8/4/15	340.00
SHERWIN WILLIAMS	MOP 77816 PAINT SUPPLIES - NSD	318968	8/4/15	153.71
SHORT, C	RETIREE HEALTH BENEFITS AUG 2015	318969	8/4/15	300.00

**WARRANT REGISTER #5****8/4/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SMART & FINAL	MOP 45756. SUPPLIES / POLICE	318970	8/4/15	167.42
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS / POLICE	318971	8/4/15	473.08
SMITH, J	RETIREE HEALTH BENEFITS AUG 2015	318972	8/4/15	320.00
SOUTHERN CALIF TRUCK STOP	MOP#45758 GAS AND OIL	318973	8/4/15	32.33
SPARKLETTS	WATER / MAYOR/COUNCIL FY15	318974	8/4/15	38.83
SPARKLETTS	WATER / NUTRITION CENTER	318975	8/4/15	3.61
STAPLES ADVANTAGE	MOP 45704 OFFICE SUPPLIES - ENG	318976	8/4/15	4,377.25
STC TRAFFIC INC	EL TOYON PARK	318977	8/4/15	22,194.55
STRASEN, W	RETIREE HEALTH BENEFITS AUG 2015	318978	8/4/15	135.00
SUPERIOR READY MIX	TACK OIL, 3/8 SHEET & COLD MIX ASPHALTS	318979	8/4/15	1,201.82
SWANK MOTION PICTURES INC	WS DVD PLANES - FIRE AND RESCUE / CSD	318980	8/4/15	351.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL	318981	8/4/15	4,139.87
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	318982	8/4/15	8,158.72
THE COUNSELING TEAM	OFFICER ASSISTANCE PROGRAM	318983	8/4/15	800.00
THE LIGHTHOUSE INC	MOP#45726 AUTO EQUIPMENT	318984	8/4/15	83.39
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D STD LTD INS AUG 2015	318985	8/4/15	9,050.18
TIP OF SAN DIEGO COUNTY	24 HOUR VOLUNTEER RESPONSE SVCS	318986	8/4/15	8,000.00
TIPTON, B	RETIREE HEALTH BENEFITS AUG 2015	318987	8/4/15	250.00
TRITECH SOFTWARE SYSTEMS	UPGRADE TO INFORM MOBILE / MIS	318988	8/4/15	32,314.00
U S HEALTHWORKS	PRE EMPLOYMENT PHYSICALS / HR	318989	8/4/15	952.00
U S HEALTHWORKS	PRE EMPLOYMENT PHYSICALS / HR	318990	8/4/15	486.02
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT FY 2016	318991	8/4/15	352.50
UNITED RENTALS	DRILL STEEL / PW	318992	8/4/15	223.11
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	318993	8/4/15	132.89
V & V MANUFACTURING	NEW BADGES / POLICE	318994	8/4/15	877.04
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 PLUMBING MATERIALS	318995	8/4/15	318.01
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE / POLICE	318996	8/4/15	191.65
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE / POLICE	318997	8/4/15	831.27
VERIZON WIRELESS	WIRELESS 6/2/15 - 7/1/15	318998	8/4/15	1.90
VERRY, L	RETIREE HEALTH BENEFITS AUG 2015	318999	8/4/15	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS AUG 2015	319000	8/4/15	480.00
VISTA PAINT	MOP 68834. PAINTING SUPPLIES / NSD	319001	8/4/15	18.90
VISTA PAINT	MOP 68834 PAINT - NSD	319002	8/4/15	980.55
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES	319003	8/4/15	1,953.40
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE DATABASES	319004	8/4/15	464.21
WHITE, J	RETIREE HEALTH BENEFITS AUG 2015	319005	8/4/15	230.00
WILKINS, T	CRITICAL INCIDENT RESPONSE TRAINING / PD	319006	8/4/15	512.00
WILLY'S ELECTRONIC SUPPLY	MOP#45763 AUTO PARTS	319007	8/4/15	120.04
YBARRA, A	REIMB/EDUCATIONAL CRIMINOLOGY	319008	8/4/15	140.00
YBARRA, A	REIMB/EDUCATIONALETHICS IN MANAGEMENT	319009	8/4/15	100.00
YBARRA, A	REIMB/EDUCATIONAL COLLEGE MATHEMATICS II	319010	8/4/15	95.00
YOUNG, G	CRITICAL INCIDENT RESPONSE TRAINING / PD	319011	8/4/15	512.00
ZENGOTA, V	RETIREE HEALTH BENEFITS AUG 2015	319012	8/4/15	300.00
ZIETLOW, D	RETIREE HEALTH BENEFITS AUG 2015	319013	8/4/15	150.00
ZUMAR INDUSTRIES INC	STREET SIGNS / PW	319014	8/4/15	5,973.80
SDG&E	GAS AND ELECTRIC UTILITIES / S A	319016	8/4/15	215.32
SWEETWATER AUTHORITY	WATER UTILITES / S A	319017	8/4/15	52.04

A/P Total**1,023,057.32**



**WARRANT REGISTER #5
8/4/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 07/07/15 - 07/20/15	7312015	7/31/15	346,295.54
SECTION 8 HAPS				
	Start Date	End Date		
	7/29/2015	8/4/2015		766,957.18
PAYROLL				
Pay period	Start Date	End Date	Check Date	
16	7/21/2015	8/3/2015	8/12/2015	942,102.49
GRAND TOTAL				\$ 3,078,412.53

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15th OF SEPTEMBER, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #6 for the period of 08/05/15 through 08/11/15 in the amount of \$524,794.16. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #6 for the period of 08/05/15 through 08/11/15 in the amount of \$524,794.16
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 08/05/15 through 08/11/15.

Consistent with Department of Finance practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Pal General Engineering	319071	79,960.68	8 th Street Smart Growth

FINANCIAL STATEMENT:

ACCOUNT NO.

Reimbursement total \$524,794.16 |

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Ratification of warrants in the amount of \$524,794.16

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #6



**WARRANT REGISTER #6
8/11/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LEDFOORD ENTERPRISES INC	PROFESSIONAL SVCS/ NC MARINE TERMINAL	319018	8/10/15	4,000.00
MORALES, I	GOLF COURSE LEASE / FY 2016	319019	8/10/15	2,000.00
A REASON TO SURVIVE	PROJECT MANAGEMENT ARTS	319020	8/11/15	270.00
ACE UNIFORMS & ACCESSORIES INC	SAFARILAND ABA-TAC1-MWB / POLICE	319021	8/11/15	2,746.41
AGUIRRE, C	REIMB: CA STRATEGIC GROWTH	319022	8/11/15	502.25
ALDEMCO	CONSUMABLES- NUTRITION CENTER	319023	8/11/15	2,204.57
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	319024	8/11/15	947.17
ALL THE KINGS FLAGS	CITY WIDE FLAGS & ACCESSORIES	319025	8/11/15	365.26
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP - B RAULSTON	319026	8/11/15	485.00
ARCO GASPRO PLUS	FUEL FOR CITY FLEET	319027	8/11/15	33,706.97
ATKINS NORTH AMERICA INC	SEWER SERVICES	319028	8/11/15	1,890.00
BOOT WORLD	MOP#46096 WEARING APPAREL	319029	8/11/15	106.91
BROADWAY AUTO GLASS	DOOR TINT MATERIAL / PW	319030	8/11/15	199.00
BSN SPORTS	4 - LIL' SHOOTER GOAL / CSD	319031	8/11/15	282.86
BURKE WILLIAMS & SORENSEN LLP	LEGAL / NEGOTIATIONS	319032	8/11/15	2,212.50
CALIFORNIA COMMERCIAL SECURITY	MOP#45754 BUILDING MATERIALS	319033	8/11/15	49.87
CCUG	TUITION: CCUG TRAINING & TECH / POLICE	319034	8/11/15	500.00
CHILDREN'S HOSPITAL	SAFE ROUTES 2 SCHOOL CYC3	319035	8/11/15	24,083.44
CHILDREN'S HOSPITAL	CHILD ABUSE EXAMS / POLICE	319036	8/11/15	2,240.00
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE PICKUP	319037	8/11/15	804.50
COUNTY OF SAN DIEGO	BUILDING RECORDS	319038	8/11/15	254.00
COX COMMUNICATIONS	COX INTERNET SERVICES FY15	319039	8/11/15	62.29
CSA SAN DIEGO COUNTY	SD COUNTY FAIR HOUSING MITIGATION SVCS	319040	8/11/15	6,845.00
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT SVCS / JUL 2015	319041	8/11/15	3,040.00
DANIELS TIRE SERVICE	MOP#76986 TIRES	319042	8/11/15	123.87
DENTONS US LLP	PROFESSIONAL SVCS - JUNE 2015	319043	8/11/15	4,917.00
DEPARTMENT OF JUSTICE	NEW EMP FINGERPRINT TEST RESULTS	319044	8/11/15	678.00
DISCOUNT SPECIALTY CHEMICALS	WASH AND WAX SOAP / PW	319045	8/11/15	421.61
DIVISION 8 INCORPORATED	2- LIBRARY WINDOW REPLACEMENTS	319046	8/11/15	5,590.00
D-MAX ENGINEERING	STORM WATER SERVICES	319047	8/11/15	7,162.14
DOWNSTREAM SERVICES	CULVERT BARRIER	319048	8/11/15	14,245.25
E2 MANAGE TECH INC	2020 HOOVER AVE. UST	319049	8/11/15	11,820.00
FERGUSON ENTERPRISES INC	MOP#45723 BUILDING MATERIALS	319050	8/11/15	163.14
FIRE ETC	BULLARD WILDLAN FIREFIGHTING HELMET	319051	8/11/15	1,991.98
G/M BUSINESS INTERIORS OF S D	CASE STD PULL / ENGINEERING	319052	8/11/15	1,671.73
GEORGE'S LAWN EQUIPMENT CO	6FT POLE SET	319053	8/11/15	345.49
GRAINGER	INV 9783815187/9793213381 / CABINETS / PW	319054	8/11/15	19,561.40
HERNANDEZ, M	SUBSISTENCE: CCUG TRAINING & TECH	319055	8/11/15	566.40
HONEYWELL INTERNATIONAL INC	LABOR - RESET ALL SET POINTS	319056	8/11/15	776.22
HYDRO SCAPE PRODUCTS INC	MOP#45720 PLANTING MATERIALS	319057	8/11/15	78.01
INNOVATIVE MECHANICAL SYSTEMS	CIVIC FACILITIES AC REPLACEMENT	319058	8/11/15	17,777.40
KTU&A	REDEVELOPMENT SITE	319059	8/11/15	7,705.00
LEFORTS SMALL ENGINE REPAIR	LABOR AND SERVICE / PW	319060	8/11/15	393.54
LINE X SAN DIEGO	WEATHER TACH PART / PW	319061	8/11/15	115.55
MASON'S SAW	BIKE HANDLE / PW	319062	8/11/15	727.68
MOSSY FORD	2015 FORD TAURUS / PD	319063	8/11/15	30,365.25
MOSSY NISSAN	OIL CHANGE FOR CITY VEHICLE	319064	8/11/15	195.97
MUNICIPAL MAINTENANCE EQUIP	SWITCH ACTUSTOR DUMP DOOR	319065	8/11/15	171.99
MUTHUSAMY, K	REIMB: MILEAGE FOR MEETINGS	319066	8/11/15	42.73



**WARRANT REGISTER #6
8/11/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
NAPA AUTO PARTS	MOP#45735 BUILDING MATERIALS	319067	8/11/15	229.06
NATIONAL CITY HOST LIONS CLUB	FIREWORKS DISPLAY ON 7/4/15	319068	8/11/15	6,952.00
NINYO & MOORE	AQUATIC CENTER	319069	8/11/15	2,724.50
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	319070	8/11/15	218.71
PAL GENERAL ENGINEERING INC	8TH STREET SMART GROWTH	319071	8/11/15	79,960.68
PERRY FORD	R & M CITY VEHICLES AS NEEDED	319072	8/11/15	10,114.95
PRO BUILD	MOP 45756 MISC SUPPLIES - PW	319073	8/11/15	2,828.85
PRO-EDGE KNIFE	KNIFE SHARPENING SVCS - NUTRITION	319074	8/11/15	46.00
PROJECT PROFESSIONALS CORP	KIMBALL PARK, EL TOYON	319075	8/11/15	10,512.10
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY	319076	8/11/15	352.68
PUN & MCGEADY	AUDITING SERVICES / FINANCE	319077	8/11/15	25,000.00
QUALA TEL ENTERPRISES	REPAIR COMMUNICATION HEADSET- FIRE	319078	8/11/15	933.56
SAFDIE RABINES ARCHITECTS	AQUATIC CENTER	319079	8/11/15	7,807.73
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST-JUNE 2015	319080	8/11/15	36.00
SAN DIEGO MIRAMAR COLLEGE	REGISTRATION: PETTY CASH FUND	319081	8/11/15	8.00
SAN DIEGO PLASTICS INC	POLYCARBONTE CLR DISC W/HOLS 1/4" THK	319082	8/11/15	147.15
SAN DIEGO POLICE EQUIPMENT	PLATECARRIER POINT BLANK LOW / PD	319083	8/11/15	31,221.96
SASI	PROCESSING CHARGES	319084	8/11/15	330.50
SASI	TRUST ACCTG CHARGES - JUNE 2015	319085	8/11/15	10.00
SDCDA	FORENSIC SERVICES / FIRE	319086	8/11/15	12,000.00
SDG&E	FACILITIES DIVISION GAS & ELECTRIC	319087	8/11/15	35,967.71
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	319088	8/11/15	826.47
SMART & FINAL	MOP 45756 MISC SUPPLIES - PD	319089	8/11/15	373.84
SMART SOURCE OF CALIFORNIA LLC	#10 LEFT WINDOW ENVELOPES FOR HOUSING	319090	8/11/15	1,340.72
SOUTH COAST EMERGENCY	AUTOMOTIVE SUPPLIES / PW	319091	8/11/15	584.04
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL AND LUBRICANTS	319092	8/11/15	508.95
SOUTHERN CALIFORNIA SOIL	A AVE GREEN STREET	319093	8/11/15	4,126.50
SPARKLETTS	WATER FOR MAYOR/COUNCIL FY15	319094	8/11/15	42.42
STAPLES ADVANTAGE	SAFCO MOBILE STAND/PLAN CENTER	319095	8/11/15	1,601.35
STC TRAFFIC INC	DEPOSIT #1724 BAYSHORE BIKEWAY	319096	8/11/15	23,381.65
STC TRAFFIC INC	DEPOSIT #1808 PLAZA BONITA	319097	8/11/15	1,760.00
STILES, J	ED REIMBURSEMENT	319098	8/11/15	250.00
SUN BADGE COMPANY INC	BADGE FOR CITY TREASURER	319099	8/11/15	126.00
SWANK MOTION PICTURES INC	USAGE SCREENING / JUL 10 2015	319100	8/11/15	351.00
SWEETWATER AUTHORITY	FACILITIES DIVISION WATER BILL	319101	8/11/15	23,934.70
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	319102	8/11/15	4,006.95
TRADESMEN INTERNATIONAL	REFUND: OVERPAYMENT OF B/L	319103	8/11/15	388.00
TRANE US INC	COPPER TUBES / PW	319104	8/11/15	1,308.30
TURNER'S PORTABLE WELDING	WELD REPAIR PARTS FOR 726 W 19TH STREET	319105	8/11/15	1,747.58
U S BANK	CREDIT CARD EXP - PD	319106	8/11/15	432.00
U S HEALTHWORKS	PRE-EMPLOYMENT PHYSICAL	319107	8/11/15	506.00
UNITED PARCEL SERVICE	UPS CHARGES - PD	319108	8/11/15	12.22
UNITED ROTARY BRUSH CORP	MOP#62683 AUTO PARTS	319109	8/11/15	352.02
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES - FIRE	319110	8/11/15	96.01
ANDERSON, W	REIMB: INTERNATIONAL CONFERENCE	319111	8/11/15	177.58
WEST PAYMENT CENTER	UPDATED CA CODE BOOKS	319112	8/11/15	329.81
WILLY'S ELECTRONIC SUPPLY	MOP#45763 AUTO PARTS	319113	8/11/15	35.71
XEROX GOVERNMENT SYSTEMS LLC	FIREHOUSE SOFTWARE ENTERPRISE	319114	8/11/15	5,750.00
CALIFA GROUP	MEMBERSHIP RENEWAL - LIBRARY	319115	8/11/15	400.00



**WARRANT REGISTER #6
8/11/2015**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MEGAN SCIENTIFIC	PERFORMER - SCIENCE OF RHYTHM EVENT	319116	8/11/15	240.00
NEWSBANK INC	SUBSCRIPTION WORLD NEWS-LIBRARY	319117	8/11/15	4,495.00
SCHIMMINGER, S	REIMBURSEMENT / LIBRARY SUPPLIES	319118	8/11/15	20.00
SCOTT KIRSCHENBAUM	DVD - YOU'RE LOOKING AT ME LIKE I LIVE	319119	8/11/15	53.00
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES	319120	8/11/15	98.00
WILLY'S ELECTRONIC SUPPLY	USB CONVERTER FOR RECEIPT PRINTER	319121	8/11/15	15.85
MAZZARELLA LORENZANA LLP	LEGAL / ROSENOW, SPEVACEK GROUP / S A	319122	8/11/15	75.00
THE LAW OFFICES OF EDWARD Z KOTKIN	LEGAL / OVERSIGHT BOARD S A	319123	8/11/15	240.00
			A/P Total	524,794.16
	GRAND TOTAL			\$ 524,794.16

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

JERRY CANO, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

ALBERT MENDIVIL, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15th OF SEPTEMBER, 2015.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended July 31, 2015. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO.

ITEM TITLE:

Investment transactions for the month ended July 31, 2015.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY:



EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending July 31, 2015.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED:



Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE:

INTRODUCTION:

☐

FINAL ADOPTION:

☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended July 31, 2015.

BOARD / COMMISSION RECOMMENDATION:

NA

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	07/02/2015	60934N807	1.19	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1.19	0.00	1.19	0.00
Purchase	07/12/2015	60934N807	1,837.50	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1,837.50	0.00	1,837.50	0.00
Purchase	07/15/2015	60934N807	418.75	Federated Govt Oblig Fund Inst.	1.000	0.01 %	418.75	0.00	418.75	0.00
Purchase	07/15/2015	60934N807	335,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	335,000.00	0.00	335,000.00	0.00
Purchase	07/15/2015	90LAIF\$00	21,334.91	Local Agency Investment Fund State Pool	1.000	0.29 %	21,334.91	0.00	21,334.91	0.00
Purchase	07/16/2015	60934N807	2,025.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,025.00	0.00	2,025.00	0.00
Purchase	07/20/2015	60934N807	367.50	Federated Govt Oblig Fund Inst.	1.000	0.01 %	367.50	0.00	367.50	0.00
Purchase	07/28/2015	60934N807	5,581.25	Federated Govt Oblig Fund Inst.	1.000	0.01 %	5,581.25	0.00	5,581.25	0.00
Purchase	07/28/2015	60934N807	470,000.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	470,000.00	0.00	470,000.00	0.00
Purchase	07/29/2015	60934N807	1,107.25	Federated Govt Oblig Fund Inst.	1.000	0.01 %	1,107.25	0.00	1,107.25	0.00
Purchase	07/30/2015	60934N807	2,500.00	Federated Govt Oblig Fund Inst.	1.000	0.01 %	2,500.00	0.00	2,500.00	0.00
Purchase	07/31/2015	3135G0RT2	350,000.00	FNMA Note 0.875% Due 12/20/2017	100.013	0.87 %	350,044.80	348.78	350,393.58	0.00
Purchase	07/31/2015	60934N807	5,207.50	Federated Govt Oblig Fund Inst.	1.000	0.01 %	5,207.50	0.00	5,207.50	0.00
Purchase	07/31/2015	912828XK1	450,000.00	US Treasury Note 0.875% Due 7/15/2018	99.680	0.99 %	448,560.10	171.20	448,731.30	0.00
Subtotal			1,645,380.85				1,643,985.75	519.98	1,644,505.73	0.00
Security Contribution	07/31/2015	90SDCP\$00	8,000.00	County of San Diego Pooled Investment Pool	1.000		8,000.00	0.00	8,000.00	0.00
Subtotal			8,000.00				8,000.00	0.00	8,000.00	0.00
TOTAL ACQUISITIONS			1,653,380.85				1,651,985.75	519.98	1,652,505.73	0.00
DISPOSITIONS										
Sale	07/31/2015	60934N807	799,124.88	Federated Govt Oblig Fund Inst.	1.000	0.01 %	799,124.88	0.00	799,124.88	0.00
Subtotal			799,124.88				799,124.88	0.00	799,124.88	0.00
Maturity	07/15/2015	912828TD2	335,000.00	US Treasury Note 0.25% Due 7/15/2015	100.000		335,000.00	0.00	335,000.00	365.28
Maturity	07/28/2015	31398AU34	470,000.00	FNMA Note 2.375% Due 7/28/2015	100.000		470,000.00	0.00	470,000.00	-27,406.17
Subtotal			805,000.00				805,000.00	0.00	805,000.00	-27,040.89



City of National City Consolidated
Account #10218

Transaction Ledger
6/30/15 Thru 7/31/15

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	07/07/2015	60934N807	1,119.00	Federated Govt Oblig Fund Inst.	1.000		1,119.00	0.00	1,119.00	0.00
	Subtotal		1,119.00				1,119.00	0.00	1,119.00	0.00
TOTAL DISPOSITIONS			1,605,243.88				1,605,243.88	0.00	1,605,243.88	-27,040.89
OTHER TRANSACTIONS										
Interest	07/12/2015	3137EADN6	490,000.00	FHLMC Note 0.75% Due 1/12/2018	0.000		1,837.50	0.00	1,837.50	0.00
Interest	07/15/2015	912828TD2	335,000.00	US Treasury Note 0.25% Due 7/15/2015	0.000		418.75	0.00	418.75	0.00
Interest	07/16/2015	94974BFG0	270,000.00	Wells Fargo Corp Note 1.5% Due 1/16/2018	0.000		2,025.00	0.00	2,025.00	0.00
Interest	07/20/2015	3135G0E33	280,000.00	FNMA Note 1.125% Due 7/20/2018	0.000		367.50	0.00	367.50	0.00
Interest	07/28/2015	31398AU34	470,000.00	FNMA Note 2.375% Due 7/28/2015	0.000		5,581.25	0.00	5,581.25	0.00
Interest	07/29/2015	3133ECFV1	515,000.00	FFCB Note 0.43% Due 1/29/2016	0.000		1,107.25	0.00	1,107.25	0.00
Interest	07/30/2015	3135G0GY3	400,000.00	FNMA Note 1.25% Due 1/30/2017	0.000		2,500.00	0.00	2,500.00	0.00
Interest	07/31/2015	084670BD9	285,000.00	Berkshire Hathaway Note 1.9% Due 1/31/2017	0.000		2,707.50	0.00	2,707.50	0.00
Interest	07/31/2015	912828SD3	400,000.00	US Treasury Note 1.25% Due 1/31/2019	0.000		2,500.00	0.00	2,500.00	0.00
	Subtotal		3,445,000.00				19,044.75	0.00	19,044.75	0.00
Dividend	07/02/2015	60934N807	20,543.36	Federated Govt Oblig Fund Inst.	0.000		1.19	0.00	1.19	0.00
Dividend	07/15/2015	90LAIF\$00	2,680,789,568.61	Local Agency Investment Fund State Pool	0.000		21,334.91	0.00	21,334.91	0.00
	Subtotal		2,680,810,111.97				21,336.10	0.00	21,336.10	0.00
TOTAL OTHER TRANSACTIONS			2,684,255,111.97				40,380.85	0.00	40,380.85	0.00

The following page(s) contain the backup material for Agenda Item: National City Sales Tax Update Newsletter - First Quarter 2015. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO.

ITEM TITLE:

National City Sales Tax Update Newsletter – First Quarter 2015

PREPARED BY: Ed Prendell, Budget Analyst

PHONE: 619-336-4332

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

BACKGROUND

National City has an on-going contract with Hinderliter, de Llamas & Associates (HdL) for revenue management. Staff meets with a representative of HdL on a quarterly basis to review sales tax data & trends within the City & Statewide.

NEWSLETTER SUMMARY

Receipts for National City's January through March sales were 7.9% above 2014's first quarter. Actual sales were up 9.2% with reporting aberrations factored out.

Most major industry groups were up for the quarter with gains concentrated in the autos and transportation, general consumer and restaurant and hotel groups. New and used motor vehicle dealer and auto leasing categories added most to autos and transportation gains. Apparel store and specialty store categories helped to lift general consumer goods results. All restaurant types reported increases; some benefited from new business additions. Reporting aberrations temporarily reduced the increase in the building and construction group.

As they did statewide, lower prices at the pump pared fuel and service station proceeds. A retroactive accounting adjustment to reverse a prior payment error caused the business and industry drop.

Net of payment anomalies, revenues from the city's voter-approved Measure D were up 8.2%.

Adjusted for aberrations, taxable sales for all of San Diego County grew 4.5% over the comparable time period; the Southern California region was up 3.2%.

FINANCIAL STATEMENT:

ACCOUNT NO.

NA

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Accept and file the newsletter.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

National City Sales Tax Update Newsletter – First Quarter 2015

Q1 2015



National City Sales Tax *Update*

Second Quarter Receipts for First Quarter Sales (January - March 2015)

National City In Brief

Receipts for National City's January through March sales were 7.9% above 2014's first quarter. Actual sales were up 9.2% with reporting aberrations factored out.

Most major industry groups were up for the quarter with gains concentrated in the autos and transportation, general consumer and restaurant and hotel groups. New and used motor vehicle dealer and auto leasing categories added most to autos and transportation gains. Apparel store and specialty store categories helped to lift general consumer goods results. All restaurant types reported increases; some benefited from new business additions. Reporting aberrations temporarily reduced the increase in the building and construction group.

As they did statewide, lower prices at the pump pared fuel and service station proceeds. A retroactive accounting adjustment to reverse a prior payment error caused the business and industry drop.

Net of payment anomalies, revenues from the city's voter-approved Measure D were up 8.2%.

Aadjusted for aberrations, taxable sales for all of San Diego County grew 4.5% over the comparable time period; the Southern California region was up 3.2%.

SALES TAX BY MAJOR BUSINESS GROUP



TOP 25 PRODUCERS IN ALPHABETICAL ORDER

Arco AM PM	Perry Ford
Ball Honda Acura	Probuild Company
Mitsubishi Suzuki	Ron Baker Chevrolet
Kia	Ross
C & M Motors Truck Center	South Bay Volkswagen
Fairbanks Morse Engine	South County Buick GMC
Frank Hyundai	Sweetwater Harley Davidson
Frank Subaru	Target
Frank Toyota Scion	Tesoro Refining & Marketing
JC Penney	Walmart
Macys	Wescott Mazda
Mor Furniture 4 Less	Westair Gases & Equipment
Mossy Nissan	
Nordstrom Rack	
Perry Chrysler	
Dodge Jeep Ram	

REVENUE COMPARISON

Three Quarters -- Fiscal Year To Date

	2013-14	2014-15
Point-of-Sale	\$10,540,633	\$11,025,609
County Pool	1,351,396	1,455,628
State Pool	6,238	9,483
Gross Receipts	\$11,898,266	\$12,490,721
Less Triple Flip*	\$(2,974,567)	\$(3,122,680)
Measure D	\$7,420,399	\$7,810,450

California as a Whole

Local one cent tax receipts from sales occurring January through March rose 3.65% over 2014's comparable quarter after adjusting for reporting anomalies.

An exceptionally strong quarter for auto sales/leases and restaurants was the primary contributor to the overall increase. A rise in building-construction materials was also a factor although much of this growth came from specific office and sports facility projects in Northern California.

Gains from sales of general consumer goods were primarily in value priced clothing, home furnishings and specialty retail which includes pet supplies and cosmetics. Online shopping involving goods shipped from out of state continues to shift a major portion of the growth in general consumer goods to the countywide pools.

The statewide gains were largely offset by a 21% decline in receipts from fuel and service stations.

Tax on Services

The Board of Equalization has released an estimate that levying sales and use tax on services would raise over \$122.5 billion in state and local revenues or enough to lower the overall tax rate to under 4%.

Originally imposed in 1933 as a 2 ½% tax with only three exemptions, the legislature has gradually exempted more and more goods from the sales tax while raising rates to compensate for the corresponding revenue loss. This and the state's shift from a manufacturing to service economy has created the nation's highest sales tax rate on the narrowest basket of goods.

Although more discussion is needed, there is interest in expanding the sales tax to services and lowering the rate to make the tax less regressive and

more competitive while providing greater flexibility in the development of local tax bases.

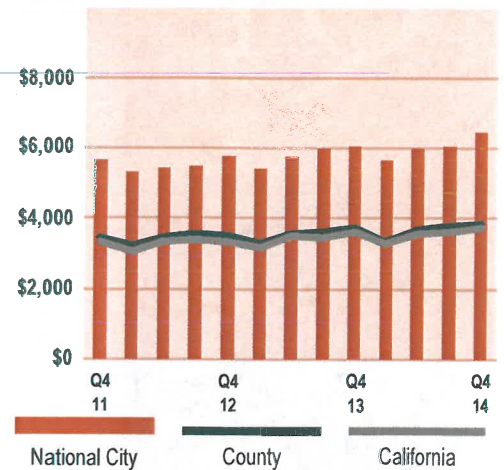
Tax on Jet Fuel

The Federal Aviation Administration has ruled that sales taxes on jet fuel must only be used for airport and aviation programs. The rule applies to taxes levied after 1987 but is unclear as to transactions tax districts, Proposition 172 revenues, or revenues collected by jurisdictions without airports. Clarification will not be available until FAA review and approval of a plan that has to be submitted by the state Department of Finance by December 8, 2015.

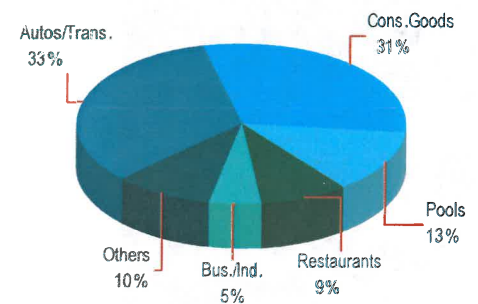
Tax on Marijuana

A pilot study for more effective tracking and collection of sales taxes on medical cannabis is underway in the central and northern California districts. Because current registration policy allows a "decline to state" to avoid self-incrimination, the precise number of cannabis retailers is unknown. BOE findings are expected by November 2015.

SALES PER CAPITA



REVENUE BY BUSINESS GROUP National City This Quarter



NATIONAL CITY TOP 15 BUSINESS TYPES

Business Type	National City		County		HdL State	
	Q4 '14*	Change	Change	Change	Change	Change
Auto Lease	62.2	26.8%	-6.2%	-0.4%		
Casual Dining	135.6	4.7%	9.5%	5.9%		
Department Stores	236.7	5.3%	1.1%	1.0%		
Discount Dept Stores	— CONFIDENTIAL —		1.1%	0.9%		
Electronics/Appliance Stores	101.7	13.2%	-0.7%	1.3%		
Family Apparel	241.4	1.1%	2.9%	5.1%		
Heavy Industrial	67.0	30.8%	-1.2%	14.4%		
Lumber/Building Materials	— CONFIDENTIAL —		9.5%	-0.7%		
New Motor Vehicle Dealers	1,183.0	8.1%	6.8%	7.6%		
Quick-Service Restaurants	204.9	5.0%	6.5%	7.5%		
Service Stations	175.0	-8.6%	-16.0%	-10.5%		
Shoe Stores	77.6	-1.0%	8.8%	7.6%		
Specialty Stores	122.4	0.3%	3.1%	5.8%		
Used Automotive Dealers	91.0	1.4%	6.5%	12.5%		
Women's Apparel	102.7	-4.6%	-9.5%	-1.7%		
Total All Accounts	\$3,832.0	7.1%	3.5%	3.8%		
County & State Pool Allocation	\$555.6	13.6%	9.7%	4.7%		
Gross Receipts	\$4,387.7	7.9%	4.2%	3.9%		

The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Title 2 of the National City Municipal Code to establish the City Manager's authority to approve, settle or compromise Workers' Compensation claims under Chapter 2.01.020. (Human Reso

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

An Ordinance of the City Council of the City of National City amending Title 2 of the National City Municipal Code to establish the City Manager's authority to approve, settle or compromise Workers' Compensation claims under Chapter 2.01.020.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

See attached staff report

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

STAFF RECOMMENDATION:

Introduce the Ordinance amending City of National City Municipal Code Section 2.01.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report, September 1, 2015 Introduction of Ordinance
Ordinance for Adoption



City Council Staff Report

September 1, 2015

ITEM

Staff Report: An Ordinance of the City Council of the City of National City amending Title 2 of the National City Municipal Code to establish the City Manager's authority to approve, settle or compromise Workers' Compensation claims under Chapter 2.01.020.

BACKGROUND

The State of California Workers' Compensation Laws are set forth in the California Labor Code, Insurance Code, Unemployment Insurance Code, and other sources. Specifically, the Settlement of California Workers' Compensation Claims is dictated by the Department of Industrial Relations/Workers' Compensation Appeals Board. The Workers' Compensation Appeals Board exercises judicial powers vested by the Labor Code. Administrative Law Judges are required to approve all Workers' Compensation Claims by either:

- 1) A Compromise and Release – A settlement award paid in one lump sum payment inclusive of any projected future medical costs; or
- 2) A Stipulation with Request for Award – A settlement award paid in weekly installments exclusive of future medical costs. Such stipulated awards often include a provision under which the employer will pay the cost of future medical care related to the disability.

When an employee's workers' compensation claim is ready for Settlement, a physician report is "rated" using specific criteria developed by the State to arrive at a percent of permanent disability that is equivalent to a sum of money. This sum of money constitutes the "Settlement" with the employee. The State mandates that employers immediately begin paying permanent disability benefit (even if there is a disagreement on the total amount of the Settlement), or if the City is waiting for Settlement paperwork. In addition, the Stipulations with Request for Award Settlements generally include "future medical" costs – these costs are unknown and are provided based on labor code (non-discretionary).

As a result, there is very little discretion that can be applied to Workers' Compensation Settlements. Most Settlements presented to the City Council are simply approving payments already being made or payments that have been mandated by the State prior to the Settlement. In

Staff Report – An Ordinance of the City Council of the City of National City amending Title 2 of the National City Municipal Code to establish the City Manager’s authority to approve, settle or compromise Workers’ Compensation claims under Chapter 2.01.020.

August 18, 2015

nearly all cases, except those which are litigated, there is little discretionary action provided to the employer under the Labor Code.

With this action, staff seeks to amend the Municipal Code of the City of National City to set forth specific language related to the settlement authority of such Workers’ Compensation claims related to the injury and disability of City of National City employees and volunteers covered under the City’s Workers’ Compensation Plan.

DISCUSSION

Absent a local provision of law or policy related to the authority to resolve Workers’ Compensation Awards, staff has relied on the provisions of City of National Municipal Code Section 2.01.020, City Manager Powers-Duties, to govern this matter. Section 2.01.020.U grants authority to the City Manager “To reject claims and demands against the City and, with the concurrence of the City Attorney to approve, settle or compromise such claims and demands in amounts not to exceed twenty-five thousand dollars;”. As a result, Workers’ Compensation Settlements for Compromise and Release Settlements over twenty-five thousand dollars and all Stipulations with Request for Award Settlements are currently brought before the City Council for approval. Because of the confidential nature of such personnel matters, these settlements are heard in Closed Session.

Given the strict authority of Workers’ Compensation Appeals Board and the formulaic award system as administered by Administrative Law Judges under the authority of the Board, staff seeks to define local authority accordingly.

- 1) Compromise and Release Settlements (lump sum payments)
 - a. City Manager and/or his/her designee may approve up to twenty-five thousand dollars;
 - b. City Manager may approve up to fifty thousand dollars for **non-discretionary** Compromise and Release Settlements;
 - c. City Council shall approve all **discretionary** Compromise and Release Settlements over twenty-five thousand dollars.
- 2) Stipulations with Request for Award (with future medical costs – payments over time)
 - a. City Manager and/or his/her designee may approve up to twenty-five thousand dollars;
 - b. City Manager may approve **any** amount of a **non-discretionary** Stipulation with Request for Award;
 - c. City Council shall approve all **discretionary** Stipulations with Request for Award over twenty-five thousand dollars.

Staff Report – An Ordinance of the City Council of the City of National City amending Title 2 of the National City Municipal Code to establish the City Manager’s authority to approve, settle or compromise Workers’ Compensation claims under Chapter 2.01.020.
August 18, 2015

RECOMMENDATION

Amend City of National City Municipal Code Section 2.01.020 as follows:

U. To reject claims and demands against the City and, with the concurrence of the City Attorney to approve, settle or compromise such claims and demands in amounts not to exceed twenty-five thousand dollars except for the settlement of Workers’ Compensation settlements as provided in this chapter;

X. To approve, settle or compromise Workers’ Compensation awards in amounts not to exceed twenty five thousand dollars for discretionary Comprise and Release Settlements and Stipulations with Request for Awards, fifty thousand dollars for non-discretionary Compromise and Release Settlements, and all non-discretionary Stipulations with Request for Awards; and to delegate that authority.

Should this settlement authority be granted as recommended, staff will provide summary closed session reports to the City Council of those cases settled within the City Manager’s authority on a quarterly basis.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ORDINANCE NO. 2015 – 2406

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AMENDING TITLE 2 OF THE NATIONAL CITY MUNICIPAL CODE TO ESTABLISH
THE CITY MANAGER'S AUTHORITY TO APPROVE, SETTLE, OR COMPROMISE
WORKERS' COMPENSATION CLAIMS UNDER CHAPTER 2.01.020

WHEREAS, absent a local provision of law or policy related to the authority to resolve Workers' Compensation Awards, staff has relied on the provisions of City of National Municipal Code Section 2.01.020, City Manager Powers-Duties, to govern this matter; and

WHEREAS, subsection "U" of section 2.01.020 grants authority to the City Manager "[t]o reject claims and demands against the City and, with the concurrence of the City Attorney to approve, settle or compromise such claims and demands in amounts not to exceed twenty-five thousand dollars"; and

WHEREAS, as a result, Workers' Compensation Settlements for Compromise and Release Settlements over twenty-five thousand dollars and all Stipulations with Request for Award Settlements are currently brought before the City Council for approval in closed session because of the confidential nature of such personnel matters; and

WHEREAS, given the strict authority of Workers' Compensation Appeals Board and the formulaic award system as administered by Administrative Law Judges under the authority of the Board, staff seeks to define local authority accordingly by amending Chapter 2.01.020.

NOW, THEREFORE, the City Council of the City of National City does ordain as follows:

Subsection U of Section 2.01.020 is amended to read:

U. To reject claims and demands against the City and, with the concurrence of the City Attorney to approve, settle or compromise such claims and demands in amounts not to exceed twenty-five thousand dollars except for the settlement of Workers' Compensation settlements provided for in this chapter;

Subsection X is added to Section 2.01.020 to read:

X. To approve, settle, or compromise Workers' Compensation awards, and to delegate that authority, as follows: (i) in amounts not to exceed twenty five thousand dollars (\$25,000) for discretionary Compromise and Release Settlements and discretionary Stipulations with Request for Awards; (ii) in amounts not to exceed fifty thousand dollars (\$50,000) for non-discretionary Compromise and Release Settlements; and (iii) all non-discretionary Stipulations with Request for Awards.

[Signature Page to Follow]

PASSED and ADOPTED this _____ day of _____, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a Zone Variance to allow a parking space in the front yard setback for a single-family home located at 1926 “E” Avenue. (Applicant: Victor Castillo) (Case File 2015-05 Z) (Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City approving a Zone Variance to allow a parking space in the front yard setback for a single-family home located at 1926 "E" Avenue. (Applicant: Victor Castillo) (Case File 2015-05 Z)

PREPARED BY: Martin Reeder, AICP

DEPARTMENT: Planning

PHONE: 336-4313

APPROVED BY: _____

EXPLANATION:

The City Council voted to approve this item at the September 1, 2015 public hearing. The attached resolution is needed to take action on the item. A condition was added to require a wall separating the parking area from the remainder of the front yard. This condition is included on the attached Resolution as number 12.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. _____

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

Not a project per CEQA

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

||

ATTACHMENTS:

Resolution

RESOLUTION NO. 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING A ZONE VARIANCE TO ALLOW A PARKING SPACE
IN THE FRONT YARD SETBACK FOR A SINGLE-FAMILY HOME
LOCATED AT 1926 "E" AVENUE

WHEREAS, the City Council of the City of National City considered a Zone Variance to allow a parking space in the front yard setback for a single-family home located at 1926 "E" Avenue, at a duly advertised public hearing held on September 1, 2015, at which time the City Council considered evidence; and

WHEREAS, at said public hearing the City Council considered the staff report provided for Case File No. 2015-05 Z, which is maintained by the City and incorporated herein by reference, along with other evidence presented at said hearing; and

WHEREAS, this action is taken pursuant to all applicable procedures required by State and City law; and

WHEREAS, the action hereby taken is found to be essential for the preservation of the public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of National City that the evidence presented to the City Council at the public hearing held on September 1, 2015, support the following findings:

1. Because of special circumstances applicable to the property, including size, shape, or topography, the strict application of Title 18 of the Municipal Code (Zoning) deprives such property of privileges enjoyed by other properties in the vicinity and under the identical zone classification, since the property is less than half the minimum lot size required in the zone, which restricts the normal buildable area afforded standard-shaped lots, and given the location of the existing house, there is no room to locate a parking area – covered or otherwise – on the lot without encroaching into the required front yard setback.
2. The requested Variance is subject to such conditions which will assure that the adjustment authorized will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated, since there are multiple properties in the same neighborhood in the same zone which have parking areas in the front of lot, and since conditions ensure that appropriate permits will be submitted for construction of the driveway to meet City standards.
3. The Variance does not authorize a use or activity which is not otherwise expressly authorized by the zoning regulations governing the parcel of property, since a single-family home is required to have at least two parking spaces per the Land Use Code, where there are none, and that parking in and of itself is required and allowed in all zones throughout the City.

BE IT FURTHER RESOLVED that the application for a Conditional Use Permit is approved subject to the following conditions:

General

1. This Zone Variance authorizes a parking space to be located in the front yard setback of single-family residential located at 1926 "E" Avenue. Plans submitted for approvals shall show the location of the parking space in substantial conformance with Exhibit A, Case File No. 2015-05 CUP, dated 3/19/2015.
2. Within four (4) days of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. **Checks shall be made payable to the County Clerk** and submitted to the National City Planning Department.
3. This permit shall become null and void if not exercised within one year after adoption of the Resolution of approval unless extended according to procedures specified in Section 18.12.040 of the Municipal Code.
4. Before this Zone Variance shall become effective, the applicant and the property owner both shall sign and have notarized an Acceptance Form, provided by the Planning Department, acknowledging and accepting all conditions imposed upon the approval of this permit. Failure to return the signed and notarized Acceptance Form within 30 days of its receipt shall automatically terminate the Zone Variance. The applicant shall also submit evidence to the satisfaction of the Planning Department that a Notice of Restriction on Real Property is recorded with the County Recorder. The applicant shall pay necessary recording fees to the County. The Notice of Restriction shall provide information that conditions imposed by approval of the Zone Variance are binding on all present or future interest holders or estate holders of the property. The Notice of Restriction shall be approved as to form by the City Attorney and signed by the Executive Director prior to recordation.

Engineering

5. If the existing driveway is reconstructed, drainage shall be directed away from the foundation of the existing structure.
6. The maximum height of fences and walls within the front yard setback is four feet. The height of existing fencing or walls that exceed this dimension shall be reduced to four feet less for visibility and pedestrian safety purposes.
7. The existing gate used for vehicular access swings out across the sidewalk, which is prohibited. The gate shall be reconfigured or reconstructed so that it does not swing into the public right-of-way.
8. A driveway permit shall be obtained from the National City Engineering Division. The cost is \$297.
9. A plan review and inspection fee of \$500 shall be posted with the National City Engineering Division.

10. All vehicular access to the property shall utilize a City-approved driveway apron and driveway. Driving a vehicle over the curb to access the property is a violation of National City Municipal Code Section 7.18.130, violation of which may result in citations or other legal remedies.

Planning

11. Temporary vehicle covers or other similar structures are not permitted. Any existing structures of this kind shall be removed immediately.
12. A "pony" wall or similar obstruction shall be constructed adjacent to the north side of the proposed parking space, in order to prevent parking parallel to the front of the residence. Only perpendicular parking shall be permitted. Plans for the construction of the wall shall be to the satisfaction of the Planning Department. The wall shall be constructed prior to sign off of the driveway permit.

BE IT FURTHER RESOLVED that this Resolution shall become effective, final, and conclusive on the day following the City Council meeting where this Resolution is adopted. The time within which judicial review of this decision may be sought is governed by the provisions of Code of Civil Procedures Section 1094.6.

PASSED and ADOPTED this 15th day of September, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council approving an increase to the Fiscal Year 2016 budgeted position allocation for the Senior Assistant City Attorney position from 0.5 to 1.0 Full Time Equivalent (FTE) and increase the corresponding General Fund appropriations

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council approving an increase to the Fiscal Year 2016 budgeted position allocation for the Senior Assistant City Attorney position from 0.5 to 1.0 Full Time Equivalent (FTE) and increase the corresponding General Fund appropriations by a total of \$70,000.

PREPARED BY: Claudia Gacitua Silva

DEPARTMENT: City Attorney

PHONE: Ext. 4222

APPROVED BY: 

EXPLANATION:

Please see attached staff report.

FINANCIAL STATEMENT:

ACCOUNT NO.

001-2501 (Unassigned Fund Balance) \$70,000
001-405-000-1** (Personnel) \$70,000

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt proposed Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- Staff Report
- Proposed resolution

September 15, 2015

Staff Report

Request to increase FY16 budgeted position allocation from 0.5 to 1.0 full-time equivalent (FTE) for Senior Assistant City Attorney position.

Background

The City Attorney's Office is currently budgeted for 2.5 attorney positions¹ and 1.0 executive assistant position. The number of attorney positions has not increased in the past 10 years. During the budget process for FY16, a request was made to increase funding for the existing Senior Assistant City Attorney position from part-time (0.5 full-time equivalent) to full-time (1.0 full-time equivalent) based on the work load flowing into the department and the legal support needs of the other departments. At the June 16, 2015 City Council meeting, the FY16 budget was approved, except for the increase in funding for the full-time request for the Senior Assistant City Attorney position. The FY 16 budget was adjusted to reflect an approximate \$70,000 reduction, based on the action. The City Attorney was informed to return at a future date when there was a need for a full-time position. The City Attorney now returns to the City Council seeking approval of additional funding for a full-time position based on the need for a full-time position, as discussed in this staff report.

General Responsibilities

The City Attorney's Office is responsible for providing the legal advice to the City. The Office provides legal advice to the City Council, boards, commissions, committees, City Manager, and departments, on the matters before them, conflict of interest, and Brown Act issues. The City Attorney or the Deputy City Attorney attend all meetings of the City Council, workshop meetings of the City Council, CDC-HA, Successor Agency, Planning Commission, and Community and Police Relations Commission ("CPRC"). The other board, commission, and committee meetings are attended as needed. In connection with the legislative body meetings the Office attends, the Office advises on procedural and due process as well as other legal matters during the meetings; reviews and/or prepares all ordinances adopted by the City Council; and, reviews and/or prepares all resolutions adopted by the Council and boards and commissions. The City Attorney or the Deputy City Attorney provide new board and commission members trainings on the Brown Act, Rosenberg's Rules of Order, and the Political Reform Act, as well as periodic trainings on these matters to the boards, commissions, and committees.

In addition, the City Attorney's Office is responsible for the legal defense of the lawsuits filed against the City, its officials and its employees. These include suits for damages arising out of alleged dangerous conditions of public property, police false arrest, excessive force, civil rights

¹ Current budgeted attorney staffing is 1.0 City Attorney, 1.0 Deputy City Attorney, 0.5 Senior Assistant City Attorney.

suits, employment, grievances, writs of mandate, and other alleged negligence by City officers and employees. The City Attorney actively manages, oversees, and directs the outside counsel in the defense of these types of suits.

The City Attorney's Office reviews all contracts, drafts resolutions and ordinances, and advises all City departments on legal matters. The subject matters involved in providing legal advice to departments on any given day may include:

- Public Contract Code;
- Employment Law;
- Labor Law;
- Public Safety Officers Procedural Bill of Rights (POBOR);
- Firefighter Procedural Bill of Rights Act (FFBOR);
- Tort Law;
- Government Tort Claims Act;
- Use of Force/§1983/Civil Rights;
- Public Records Act;
- Political Reform Act;
- Brown Act;
- Planning and Zoning Law;
- Subdivision Map Act;
- California Environmental Quality Act (CEQA);
- 5th Amendment Takings/Inverse Condemnation Law;
- Procedural Due Process;
- Substantive Due Process;
- Rules of Statutory Construction; and,
- Conflict of Interest.

While this list is not exhaustive, it illustrates the range of legal issues that are commonly handled in advising City departments day-to-day. This day-to-day legal advice is relied upon by the departments in preparing items for the City Council's consideration, in executing the Council's Strategic Plan, and carrying out the City Manager's day-to-day operations.

Workload

The demands and responsibilities falling upon the office have increased over the past 10 years, but staffing levels have not. The number of laws affecting how cities do business has increased significantly over the years. Overall, the increased complexity of complying with the various laws that affect the day-to-day operations of the City has resulted in increased demands on legal

staff. For example, if a matter took six hours to research and respond to ten years ago, it may now take ten hours to research and respond to the same type of matter because the magnitude of the research is now greater given the sheer volume increase in the number of laws and cases interpreting the laws which must be researched, reviewed and analyzed.

The Office has undertaken efficiencies and streamlining efforts. Examples of such efforts include standardizing certain routine types of documents so that the amount of time needed for legal review is reduced; providing periodic training to departments on the standardized documents; and, streamlining the increasing volume of public records act requests received by the City so that many of the more common public records act requests are sent directly to the departments and the more complex or uncommon requests are sent to the City Attorney's Office. The implementation of these measures means that the requests worked on by the City Attorney's Office are more time intensive, even if the numbers directed to this Office have not increased significantly. A stagnant staffing level confronted with an ever increasing body of law does not allow for proactive and preventative legal work. Instead, staff can only respond to immediate urgencies or deadlines.

	2013	2014	2015 ²
Resolutions	194	181	210 /140
Ordinances ³	22 ⁴	9	15/10
PRA's	56	54	41/27
Litigation Cases	15	33	31/21
Pitchess Motions	7	6	9/6
Agreements	107	126	162/108
Requests for Legal	256	242	264/176
TOTALS	657	651	732/488

The numbers in the table above do not include work regarding employment or labor matters, matters for the City Council, trainings, presentations, or meetings attended. As shown in the estimated 2015 totals, the Office will likely exceed the prior year's number of requests for legal services from the departments. In addition, the Office is undertaking major revisions of

² Estimated total number for 2015 based on current total through August 31st. The first number is the estimate, the second number is the total through 8/31.

³ These numbers reflect the overall number of ordinances, but not the complexity or length of any given ordinance.

⁴ Every three years, major code amendments are adopted based on the state's Building Code changes. 2007, 2010, 2013 were the years of such code amendments. 2016 will be the next year of such amendments, resulting in a large increase in ordinances adopted that year.

municipal code chapters, as well as preparing and providing trainings on contracts, Brown Act, Public Records Act, and Political Reform Act.

Police Department Legal Support Needs

Police Departments, generally, are under increasing demands, which necessitate increased legal support. Now, more than ever, police departments and police officers must be better trained in the law and more sensitive to the most up to date judicial pronouncements. The claim of negligent training is one of the most common claims against police officers and their departments. Cities can be held liable for a violation of a constitutional right by having a “custom” of constitutional deprivations. Such a custom can be established simply by being negligent in the training of officers, even though the custom has not received formal approval through the city’s official decision making process. Trends in case law, and in society, demonstrate amplified judicial supervision and scrutiny of law enforcement agencies. Thus, a police department is tasked with remaining informed of all of the most recent legislative and judicial developments, understanding the often complex implications that these developments will have on the department’s practices and policies, and implementing department-wide training on such developments almost immediately. New cases and legislative developments are being issued on a weekly, sometimes daily, basis. Without adequate legal staffing, a police department increases its exposure to and in litigation.

The consequences of failure to remain apprised of the most recent legislative and judicial developments and provide adequate training are severe. Failure to meet this requirement can result in an officer’s loss of his or her qualified immunities and a city’s legal liability for monetary damages of thousands, or millions, of dollars. In addition to risk of legal liability, the risk of social liability is great. In today’s world of increased scrutiny of police departments, there are daily reports in the media related to law enforcement practices. The law enforcement business is a dangerous one, and cities and police departments can never be free from all risk. Legal staff researches, reviews, and analyzes the cases so that appropriate legal advice can be provided to the Department to assist them in carrying out their law enforcement functions. For example, the issue of body cameras implicates a multitude of legal issues which will necessitate legal support in developing policies and procedures for the Department. Overall, it is clear that in the current climate of increased judicial and public scrutiny, adequate legal staffing for a police department is a necessity.

The Police Department needs additional legal support, and has requested having an attorney located within the department for “office hours”. While the Police Department has sufficient work for a full-time attorney, the current staffing level of the City Attorney’s Office cannot provide such level of support. Historically, the Police Department has had legal support equivalent to no more than 0.5 of a position. The additional 0.5 position would allow this Office to provide increased legal support to the Police Department.

Pending, On-going, and Up-coming Projects

Below is a list of the pending legal support needs for the various City departments, through the end of December 2015. The list is broken down by department. This list is not exhaustive, but rather a snapshot of various pending, up-coming or on-going projects. This list is in addition to the day-to-day legal support, such as reviewing matters going before City Council and Planning Commission for legal sufficiency, responding to public records act requests and subpoenas (including coordinating, gathering, and reviewing all potentially responsive documents), drafting/reviewing routine agreements, drafting the resolutions for the agenda, attending meetings, providing legal advice throughout the day to the City's departments, and reviewing and analyzing court cases relevant to the City which are published daily.

Neighborhood Services

1. Alpha Project Agreement
2. Sign Ordinance and workshop
3. Massage Ordinance re-write
4. RV Ordinance
5. Homeless Committee and Outreach Team
6. NCMC Title 1 re-write
7. Administrative Remedies and Enforcement (hearing and appeal process)
8. Administrative Citations update
9. Parking Enforcement update
10. Ordinance revisions for on-street activities (including "For Sale" signs)
11. Abatements

Engineering

1. Two Amereso agreements
2. Three sets of ordinances for Alternative Cost Accounting Procedures
3. Construction contract revisions/rewrite
4. On-call agreements (12)
5. CalTrans funded consultant agreements (incorporating new requirements into City's contracts)
6. Aquatic Center – ongoing construction contract issues
7. Well-monitoring agreement

8. Environmental removal agreement
9. SANDAG MOU for maintenance of bike path near Plaza Bonita

Public Works

1. Security cameras bid
2. HVAC maintenance agreement – pending expiration
3. Traffic Signal Maintenance Contract
4. RFP for traffic signal maintenance

Police

1. Massage Establishment – abatements and enforcements
2. RV Ordinance - subsequent enforcement and/or challenges
3. Evolving use of force legal standards
4. PRA and subpoena training for PD
5. Homeless issues/Temporary Activities Ordinance
6. Alcohol establishment issues
7. Entertainment Permits
8. Personnel matters
9. Tow Contract – fees
10. Body cameras (policy and procedures)
11. ARJIS information sharing/SANDAG MOU
12. Drug abatements
13. Municipal Code enforcement (court)
14. Contract training for PD
15. Policy and Procedures Manual review re PRA

Housing, Grants & Asset Management

1. Subordination agreements (5)
2. Lease agreements (10)
3. Purchase and Sale agreements (5)
4. Closing documents review (3)

5. Legal determinations on existing agreements (25)
6. HOME/CDBG contracts (12)
7. Housing inspection cases (20)
8. Purple Cow site
9. WI-TOD
 - a. Grant Agreement
 - b. Closing on Phase II
 - c. Site Infrastructure Agreement
10. LRPMP execution

Planning and Community Services

1. Adventure Center Operating Agreement
2. Port planning matter
3. Marina Gateway properties
4. LRPMP Tax Sharing Agreement
5. Stein Farm Operating Agreement
6. Kimball House Operating Agreement
7. Depot Operating Agreement
8. Palm Plaza property
9. RCP Block site (previously known as Gateway site)
10. Downtown Assets - Develop RFP for sale and development of H&M Goodies and site next to Trophy Lounge
11. Downtown Specific Plan Update with LUC Amendments (Parking Management Plan included to address everything west of "D" Avenue)
12. Southwestern College – negotiate MOU for shared parking
13. Marina District Plan (vision plan)
14. McKinley sites – governmental purposes in perpetuity issue
15. Las Palmas Pool – Medifit Operating agreement
16. Sign Ordinance workshop
17. Sign Ordinance enforcement

18. Amortization – next phase
19. Green Auto Industrial Park
20. Environmental health and justice matters

Human Resources and MIS

1. Police negotiations
2. Personnel Policy revisions
3. Affordable Care Act
4. Workers' Compensation/CM Settlement (authority ordinance revision)
5. Risk Management transition from SandPipa to CSAC and thereafter

Finance

1. Alternate Cost Accounting Project
2. Business License Ordinance regarding multiple locations
3. Taxi cab matter and continued operation of program
4. Form revisions for legal compliance
5. Budget Ordinance capturing deadlines and process
6. Audit letters

Fire

1. Rooftop Solar System Permits Ordinance - expedited review

Library

1. Rules of Conduct
2. Policies for Library staff addressing certain matters
3. WINGS/After School Program Close-out

Major Recent Projects

As explained above, City departments request legal support to assist them with their projects. Many projects occur over long periods of time and require an extensive commitment of legal support over time. Some matters may take twenty hours of time, whereas other projects take well over a hundred(s) hours of attorney time. The following is an abbreviated list of various matters which this Office has provided recent legal support, which required more than a routine number of hours. The list specifically does not include litigation matters:

- Carmax Option Agreement
- FREBE Ordinances
- Required Setbacks Ordinance
- Grading Ordinance
- Stormwater Ordinance
- Rooftop Solar Ordinance
- Sign Ordinance
- RV Ordinance
- PACE Program
- Public Works Acquisition and Relocation
- WI-TOD Phase I remediation
- WI-TOD site infrastructure
- WI-TOD Phase II grant agreement
- EDCO 218 process
- Amortization
- Parking Management Plan
- Labor Negotiations
- Massage Establishment Matters
- Waterfront Adventure Center construction
- ARTS Lease
- Kimball Tower projects
- Homelessness Memo and Presentation
- Proposition D : extension of the sales tax
- Digital Billboard – second face
- Tow RFP update
- Records Retention Schedule Update
- 2004 Bond Payoff
- Fleet financing

Financial Impact

The full-time position cost of approximately \$185,000 (salary and benefits), of which \$60,000 is already budgeted. The current staffing levels cannot meet the legal support needs of the City. It is much more cost effective to have a full-time position perform the work as opposed to increasing outside counsel costs.

The type of work to be handled by a Senior Assistant City Attorney could be handled by outside counsel at costs ranging from \$250-\$395 per hour. If outside counsel were hired at 20 hours per week, at \$300 per hour, to help with the overflow, the cost would be approximately \$24,000 per month for part-time assistance. Over a twelve month period, the total part-time outside counsel assistance would amount to approximately \$288,000. Full-time outside counsel assistance would amount to approximately \$576,000, over a twelve month period.

The full-time position will allow us to continue providing the level of service for the transactional work needed by the City in its day-to-day operations. An in-house full-time position is more cost effective in comparison to hiring outside counsel assistance.

Conclusion

Staff requests in increase from 0.5 to 1.0 FTE for the Senior Assistant City Attorney position allocation and corresponding general fund appropriations by a total of \$70,000. As explained above, the legal support needs of the City exceed the current funded staffing capacity.

RESOLUTION 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING AN INCREASE TO THE FY 16 BUDGETED POSITION
ALLOCATION FROM 0.5 TO 1.0 FTE FOR A SENIOR ASSISTANT
CITY ATTORNEY, AND INCREASING THE CORRESPONDING
APPROPRIATIONS IN THE AMOUNT OF \$70,000

WHEREAS, the City Attorney's Office is currently budgeted for 2.5 attorney positions and 1.0 executive assistant position; and

WHEREAS, the legal support needs of the City warrant the increase to a full-time position, as explained in the staff report; and

WHEREAS, it is much more cost effective to have a full-time Senior Assistant City Attorney perform the work as opposed to increasing the cost of outside counsel at costs ranging from \$250-\$395 per hour.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves and authorizes an increase to the Fiscal Year 2016 budgeted position allocation from 0.5 to 1.0 FTE for a Senior Assistant City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby authorizes increasing the corresponding appropriations in the amount of \$70,000.

PASSED and ADOPTED this 15th day of September, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: A resolution of the City Council of the City of National City, 1) approving Amendment No. 2 to the Amended and Restated Memorandum of Understanding (MOU) between the San Diego Unified Port District and the City of National City regarding the National City

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

A resolution of the City Council of the City of National City, 1) approving Amendment No. 2 to the Amended and Restated Memorandum of Understanding (MOU) between the San Diego Unified Port District and the City of National City regarding the National City Aquatic Center (renamed as the Waterfront Adventure Center) wherein the Port District agrees to contribute an additional \$223,110 towards completion of the Project, 2) authorizing the Mayor to execute the Amendment, and 3) authorizing the appropriation of \$223,110 to the Project, to be reimbursed by the Port District via the terms of the Amendment (pending approval by the Board of Port Commissioners)

PREPARED BY: Stephen Manganiello

DEPARTMENT: Engineering/Public Works

PHONE: 336-4382

APPROVED BY: 

EXPLANATION:

On August 13, 2013, the San Diego Unified Port District and the City of National City entered into an Amended and Restated MOU (on file in the Office of the District Clerk as Document No. 607444) related to the National City Aquatic Center, which has since been renamed as the Waterfront Adventure Center.

At the October 27, 2014 Port District Capital Improvement Program Workshop, the Board of Port Commissioners approved the City's request for an additional \$500,000 to complete the Project. Both parties subsequently executed Amendment No. 1 to the Amended and Restated MOU (on file in the Office of the District Clerk as Document No. 63880), thereby increasing the Port District's contribution to the Project by \$500,000.

In order to provide for an additional \$233,110 in Port District CIP contributions to reimburse Project construction costs, staff is requesting City Council approval of Amendment No. 2 to the Amended and Restated MOU. This Amendment No. 2 will be presented to the Board of Port Commissioners for review at their "Special Meeting" on September 23, 2015.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: MIS

Appropriate \$223,110 to Account No. 001-409-500-598-3816 (pending approval by the Board of Port Commissioners at their "Special Meeting" on September 23, 2015).

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Amendment No. 2
2. Resolution

**AMENDMENT NO. 2 TO THE
AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN SAN DIEGO UNIFIED PORT DISTRICT
AND THE CITY OF NATIONAL CITY
REGARDING THE NATIONAL CITY AQUATIC CENTER**

This AMENDMENT NO. 2 TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY REGARDING THE NATIONAL CITY AQUATIC CENTER is made and entered into this _____ day of _____, 2015, by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "District," and the CITY OF NATIONAL CITY, a municipal corporation, hereinafter called "City".

WHEREAS, on August 13, 2013, the parties entered into The Amended and Restated Memorandum of Understanding between the District and the City regarding the National City Aquatic Center (Project), on file in the Office of the District Clerk as Document No. 60744; and

WHEREAS, on January 13, 2015, the parties executed Amendment No. 1 to The Amended and Restated Memorandum of Understanding between the District and the City regarding the Project, on file in the Office of the District Clerk as Document No. 63880.

WHEREAS, due to increased costs of construction, the City has requested that the District increase the not-to-exceed amount of reimbursement under this MOU.

NOW THEREFORE, the parties agree that The Amended and Restated Memorandum of Understanding between San Diego Unified Port District and the City of National City regarding the National City Aquatic Center be amended as follows:

A. Paragraph 2 shall be replaced in its entirety with the following:

2. District agrees to contribute a total amount not to exceed \$4,633,110 to the Project for design and construction as follows:

(a) District shall transfer to City \$830,000 to be used towards design and/or construction costs. City acknowledges that this obligation of the District has previously been satisfied in full by a transfer on September 26, 2011.

(b) District shall reimburse City for Project construction costs in an amount not to exceed \$3,803,110 in accordance with and subject to Section 5 herein.

B. Paragraph 3 shall be replaced in its entirety with the following:

3. City agrees to be solely responsible for any Project costs in excess of the \$4,633,110 contribution from the District. City shall not be relieved of any obligations under this MOU due to increased expenses or cost overruns.

C. All remaining terms shall remain in full force and effect.

IN WITNESS WHEREOF, parties hereto have executed this Amendment No. 2 to The Amended and Restated Memorandum of Understanding between San Diego Unified Port District and the City of National City regarding the National City Aquatic Center as of the day and the year first above written.

APPROVED AS TO FORM AND LEGALITY SAN DIEGO UNIFIED PORT DISTRICT

By _____
Deputy General Counsel

By _____
Karen G. Porteous
EVP, Administration

APPROVED AS TO FORM:

CITY OF NATIONAL CITY

By _____
Claudia G. Silva
City Attorney

By _____
Ron Morrison
Mayor

RESOLUTION 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY APPROVING AMENDMENT NO. 2 TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT AND THE CITY OF NATIONAL CITY REGARDING THE NATIONAL CITY AQUATIC CENTER (RENAMED AS THE WATERFRONT ADVENTURE CENTER) WHEREIN THE PORT DISTRICT AGREES TO CONTRIBUTE AN ADDITIONAL \$223,110 TOWARDS COMPLETION OF THE PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, AND AUTHORIZING THE APPROPRIATION OF \$223,110 TO THE PROJECT, TO BE REIMBURSED BY THE PORT DISTRICT VIA THE TERMS OF THE AMENDMENT

WHEREAS, on August 13, 2013, the San Diego Unified Port District ("Port District") and the City of National City entered into an Amended and Restated Memorandum of Understanding (MOU) related to the National City Aquatic Center, which has since been renamed as the Waterfront Adventure Center; and

WHEREAS, at the October 27, 2014 Port District Capital Improvement Program Workshop, the Board of Port Commissioners approved the City's request for an additional \$500,000 to complete the Project, and subsequently executed Amendment No. 1 to the Amended and Restated MOU increasing the Port District's contribution to the Project by \$500,000; and

WHEREAS, Amendment No. 2 to the Amended and Restated MOU provides for an additional \$233,110 in Port District Capital Improvements Project contributions to reimburse Project Waterfront Adventure Center construction costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute Amendment No. 2 to the Amended and Restated Memorandum of Understanding between the City of National City and the San Diego Unified Port District increasing the Port District Capital Improvements Project contributions an additional \$233,110 to reimburse the City for construction costs of the Waterfront Adventure Center Project. Said Amendment No. 2 is on file in the office of the City Clerk.

PASSED and ADOPTED this 15th day of September, 2015.

Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

Michael R. Dalla, City Clerk

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing, 1) the City (Buyer) to utilize cooperative purchasing established through National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purch

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing, 1) the City (Buyer) to utilize cooperative purchasing established through National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized mobile shelving from Spacesaver Intermountain, LLC, based on their contract 031715-KII with the NJPA; and 2) the Mayor to execute an Agreement with Spacesaver Intermountain, LLC, to purchase and install customized mobile shelving to expand capacity in the Police Department Evidence Room, in an amount not to exceed \$387,149.25.

PREPARED BY: Jose Lopez, Civil Engineering Tech

DEPARTMENT: Engineering/Public Works

PHONE: (619) 336-4312

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

325-409-500-598-1182 (Police DIF): \$238,353.81

325-409-500-598-1183 (Police DIF): \$130,000.00

001-409-500-598-1181 (Police Dept. Building Improvements): \$18,795.44

APPROVED:



Finance

APPROVED:

MIS

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Proposal/Quote
3. Final Layout Drawings
4. Resolution

Background

The purchase of a mobile shelving system for the evidence room is required to increase the capacity of Police Department evidence storage. The evidence room is currently well over capacity. Mobile shelving is an all metal shelving system that moves on rollers set on rails by means of hand cranks at the end of each shelving row. This allows for more compact storage by rolling shelving next to each other for storage and moving them apart when access is needed. Mobile shelving will, approximately, double the current shelving storage capacity.

Purchase of Mobile Shelving

Mobile shelving as a product is available from just a few manufacturers in the United States. All are available through government cooperative purchase programs such as the National Joint Powers Alliance (NJPA) which allow for a direct purchase from any participating governmental agency in accordance with City of National City Purchasing Code section 2.26.260 (see discussion below in Method of Award). It is important to note that this purchase and installation is not subject to the Public Contract Code, but instead it is subject to the City's Purchasing Code section 2.26.260.

Each product would require the manufacture to provide a layout that would best suit its product specifications within the existing conditions of the evidence room to achieve the most efficient layout and use of space. This service is included in the purchase price of mobile shelving. To provide adequate warranties manufacturers require that they put the mobile shelving together at the site in its final location.

Importance of Selecting the Right Product and Company for the Evidence Room Shelving Upgrade

The Police Department evidence room operates under strict rules and tight security. The current evidence room is the only location available within the City that evidence can be accepted and stored. Any upgrades done to the evidence room must be done while the evidence room continues its operations.

The evidence contained within the evidence room is the result of police investigations into crimes ranging from bicycle theft to homicide. Evidence comes directly from a crime scene, arrests or an investigation and is carefully tagged, logged and submitted to the evidence room for storage. This process is called the "chain of custody". When evidence is called for to be presented in court in a criminal trial there is another chain of custody that must be followed to preserve the integrity of the evidence. At trial the chain of custody can be questioned and tested. If the chain of custody was broken or the integrity of the evidence comes into question it may lose its effectiveness at trial or may not be allowed to be used as evidence at all regardless of the severity of the crime. A break in the chain of custody is not correctable.

With this in mind, the selection of a mobile shelving manufacturer and their product to ensure an error free layout and product placement within an operating evidence room become supremely important and paramount in the process of upgrading the storage capabilities of the evidence room.

As mobile shelving requires the physical aspect of rolling the shelving using hand cranks, purchasing a system that is smooth, reliable and easy to use is essential to the efficiency of the operation of the evidence room.

Furthermore, this will be the last time the evidence room storage will be upgraded in the near future. The current plan maximizes all available space for evidence within the Police Department building. Durability, warranty and service reputation must be of the best quality available.

Selection Process

Although all mobile shelving units have many similarities, each manufacturer has their own particulars about their product that needed to be quantified and qualified as suitable for use in the evidence room. Additionally, since each manufacturer requires that they put the shelving together, a complete background check is required to ensure the continued integrity of the evidence room operations.

The selection of the manufacturer of the mobile shelving system to be purchased for the evidence room was a thorough process done through a selection committee. A formal selection process was established and a selection committee of representatives from the Police Department management, PD evidence room staff, Engineering Department staff and consultants were placed on the Selection Committee to perform the evaluation.

The Police Department mobile shelving purchase process was started in September of 2013. Staff contacted all twelve shelving supply companies who were listed with CMAS, which is a pre-established list of vendors who have pre-negotiated and awarded contracts with the California State Department of General Services. Of the 12 companies contacted from the list, 3 produced the kind of mobile shelving units needed and all three were invited to and participated in the selection process.

A numbered grading system was used and all documentation was cataloged and preserved.

The selection process included:

1. Individual site visits by each supplier to the Police Department evidence room with a tour and description of the goals of the new mobile shelving.
2. Review of the building floor plan where the mobile shelving was to be installed

- by each manufacturer.
3. Individual presentations by each company to the Selection Committee followed by Selection Committee questions.
 4. Submittals of comparative pricing of a sample typical layout of mobile shelving by each company.
 5. Reference checks and site visits to locations of recent system installations of each company.

The information sought by the committee was by nature and degree impractical if not impossible to obtain in a formal bid process. The selection process was more conducive to a request for proposal process than a request for bid process. Informational items sought included:

- a) *Quality.* Quality of similar installations, durability of the product and ability to work in an existing and functioning evidence room environment is difficult if not impossible to ascertain post formal bid. Due to the importance of the evidence room and the contents contained within, selecting a manufacturer that has a proven track record of successful similar installations is of a much higher relevance than other product purchases or installations. The reluctance of referenced agencies to speak candidly in a post bid environment does not provide the level of detailed information required for a proper evaluation. During the evaluation process used, we found other agencies to be very candid and forthcoming with their opinions and experiences with each manufacturer without the pressure of a pending bid award at stake.
- b) *Ease of Use.* Ease of use of the product for staff is very important as these products will be used daily by staff and would directly effect their work efficiency. Similarly, the ability to review products prior installations of a low bidder after a formal bid restricts time and location limits to an evaluation process. The process used allowed evidence room staff members the proper amount of time to evaluate each product by actually handling and using each product in a prior installation.
- c) *Price.* Because the aforementioned reasons were of the utmost importance in selecting a manufacturer, price would be only one factor in determining the overall value of the product. Part of the challenge of using a formal bidding process was to provide a biddable layout that maximizes the existing evidence room space using generalized criteria. By simply bidding out the mobile shelving product the City would have been required to make some fairly large assumptions as to the quantity and placement of the units that may or may not have worked for the specific product of the low bidder. This would have inevitably resulted in significant design and cost changes based on a specific manufacturer's own design for their product within the given space. Under the process used, each manufacturer was given a tour of the evidence room and was informed of the specific goals for the product. A smaller sample size installation that represented a quantity of product that could provide an "apples to apples"

comparison was provided to each manufacturer to determine if there were any great disparities in prices.

- d) *Availability through a cooperative purchase.* Availability through a cooperative purchase was important to this process. As allowed under the Purchasing Ordinance it provides the City with the security of knowing that the price paid for the products would be competitive and fair.

As a result of this process, Spacesaver Intermountain, LLC received the highest point total from the committee as a whole. This recommendation was based upon the cumulative results of the selection process as best value, most qualified to accommodate the special needs of the evidence room staff ongoing operations and confidence in performing and providing the best system.

Staff received an inquiry from one of the vendors that participated in the process regarding the pending purchase of shelving from Spacesaver. Staff responded to the inquiry and informed the vendor that the process used to select and purchase the shelving conforms to the National City Purchasing Ordinance.

Method of Award

The National City Purchasing Ordinance provides for the purchase of items other than through the traditional formal bidding procedures.

Under section 2.60.260 - Cooperative purchasing. The purchasing agent shall have authority to join with other public jurisdictions to take advantage of cooperative purchasing opportunities, including but not limited to any federal, state or local agency pricing program or structure that is determined by the purchasing agent to allow a procurement that is in the best interests of the city. The purchasing agent may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined by the purchasing agent to be in substantial compliance with the city's procurement procedures, irrespective of the contracting limits of that jurisdiction or agency, even if the city had not initially joined with that public agency in the cooperative purchase.

The National Joint Powers Alliance is similar to the California Multiple Award Schedule (CMAS) in that vendors have contracts in place that have already been competitively bid and awarded to a governmental agency. Spacesaver is a current NJPA vendor and National City is a current member. The Spacesaver contract number is 031715-KII and the City of National City member ID is 49135. By taking advantage of Cooperative Purchasing, the City is able to use prices that were that were established through a competitive bidding process that is consistent with the city's procurement procedures as well as avoid the time and expense of going through a formal bid procedure.

Proposed Purchase Order Price

The current price proposed by Spacesaver for the complete shelving system in place is \$387,149.25, per NJPA Contract #031715-KII.

Avoided Costs

Under a formal bid process the typical cost for providing a layout and bidding this purchase is estimated at 10% of the ultimate purchase price. Additionally, as mentioned above, due to peculiarities between each manufacturer the final layout would most certainly change resulting in unknown extra costs. If City Council directs Engineering staff to publicly bid out the shelving system, it is important to understand the schedule impact on the overall Police Department project. The project would have to be re-bid to include the shelving system and specifications, and that would delay the beginning of construction by approximately three months. We understand the Police Department needs the improvements urgently.

Staff Recommendations

Staff recommends the City Council of the City of National City authorize, 1) the City (Buyer) to utilize cooperative purchasing established through National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized mobile shelving from Spacesaver Intermountain, LLC, based on their contract 031715-KII with the NJPA; and 2) the Mayor to execute an Agreement with Spacesaver Intermountain, LLC, to purchase and install customized mobile shelving to expand capacity in the Police Department Evidence Room, in an amount not to exceed \$387,149.25.

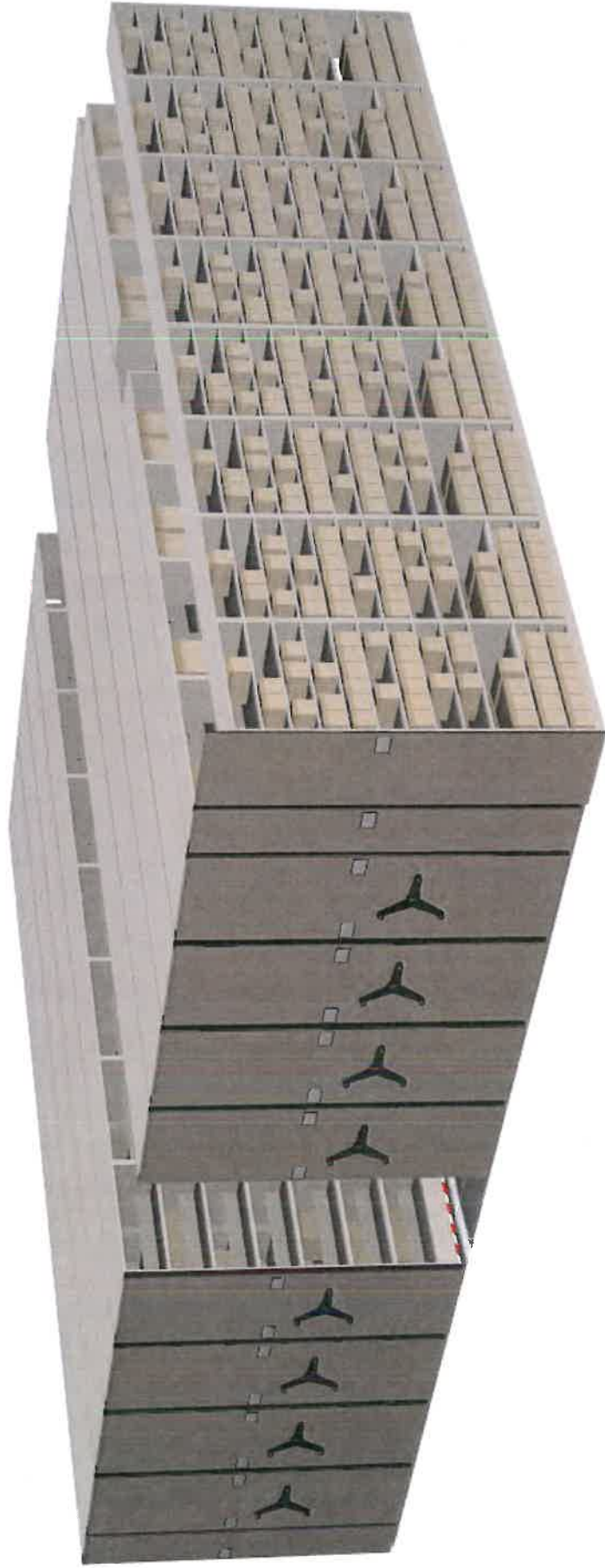


Customer Name	National City PD
Today's Date	September 9, 2015
Salesperson	Linda Suarez

2015 NJPA (National Joint Powers Alliance) - Contract No. 031715-KII

PRODUCT	LIST	Discount %	NJPA Discount	NJPA Net Price
Mobile	\$ 211,708.75	43.9%	\$ 92,940.14	\$ 118,768.61
4 Post - Case Shelving	\$ 190,644.35	47.2%	\$ 89,984.13	\$ 100,660.22
Cantilever Shelving	\$ -		\$ -	\$ -
Frame WRX	\$ -		\$ -	\$ -
Wide Span Shelving	\$ 2,626.00	38.4%	\$ 1,008.38	\$ 1,617.62
Storage	\$ 69,514.00	43.9%	\$ 30,516.65	\$ 38,997.35
Extend & High Bay Shelving	\$ -		\$ -	\$ -
Spacesaver Industrial ActivRAC (CSS)	\$ -		\$ -	\$ -
Open Market				\$ 35,152.00
Installation				\$ 59,987.00
TOTALS	\$ 474,493.10		\$ 214,449.30	\$ 355,182.80

SALES TAX \$31,966.45
GRAND TOTAL **\$387,149.25**



MAIN EVIDENCE ROOM CONCEPT IMAGE

SPACESAVER
INTERMOUNTAIN LLC
249 South 400 East (801) 363-5882 main
Salt Lake City, UT 84111 (801) 369-4326 fax
www.spacesaverIM.com

Project Name:

National City PD - FINAL DRAWINGS

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Brad Tanner

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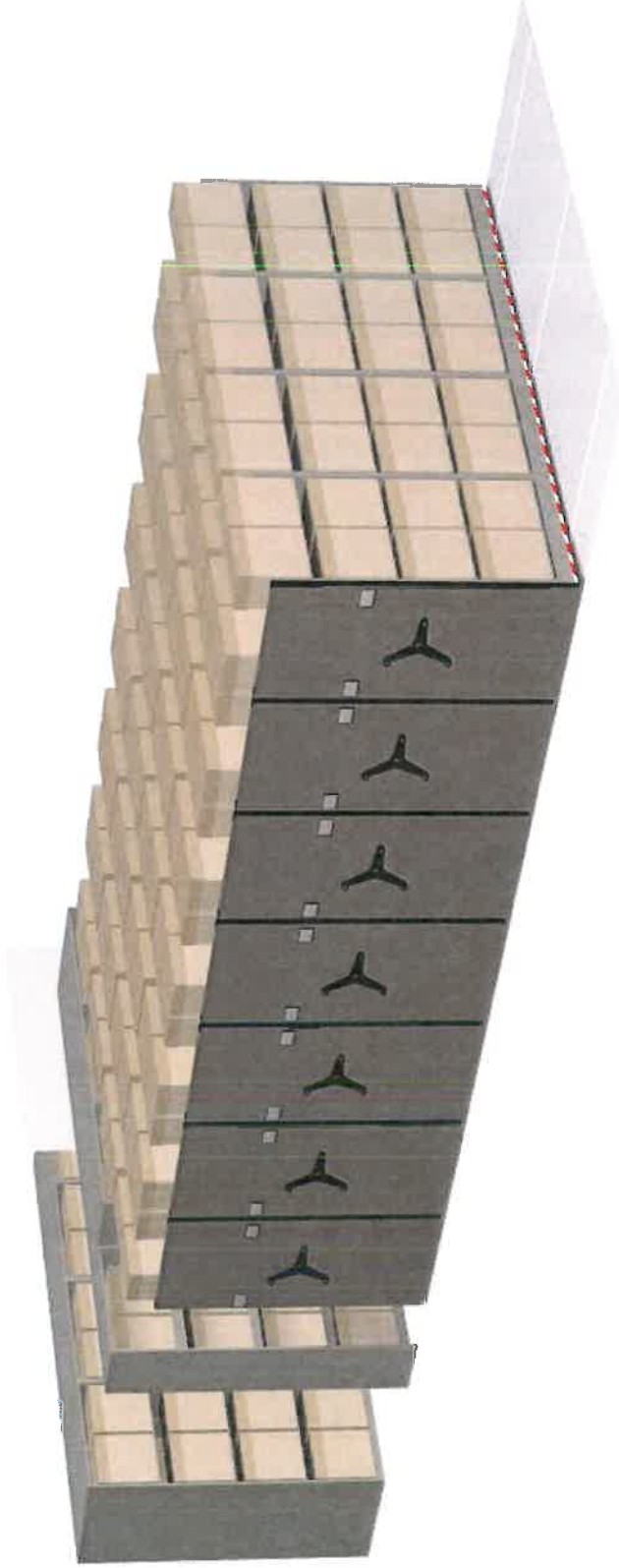
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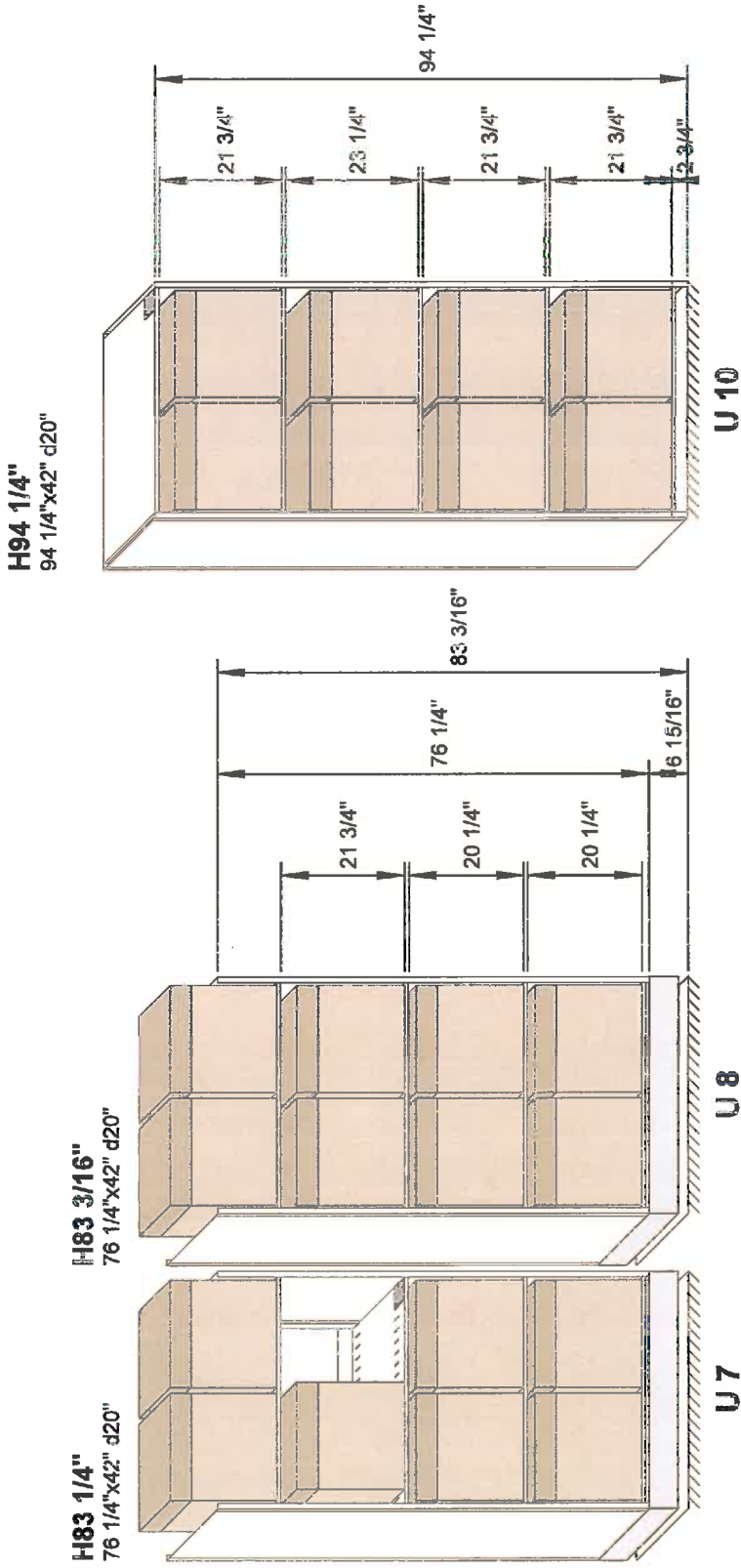
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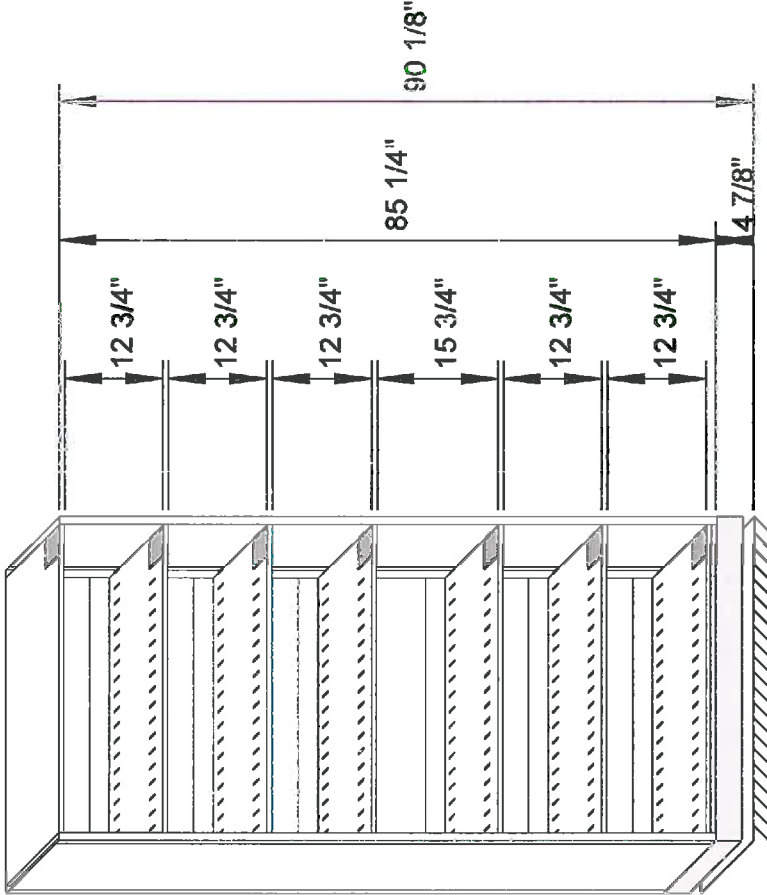
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H90 1/8"
85 1/4"x42" d15"



U19

LAB

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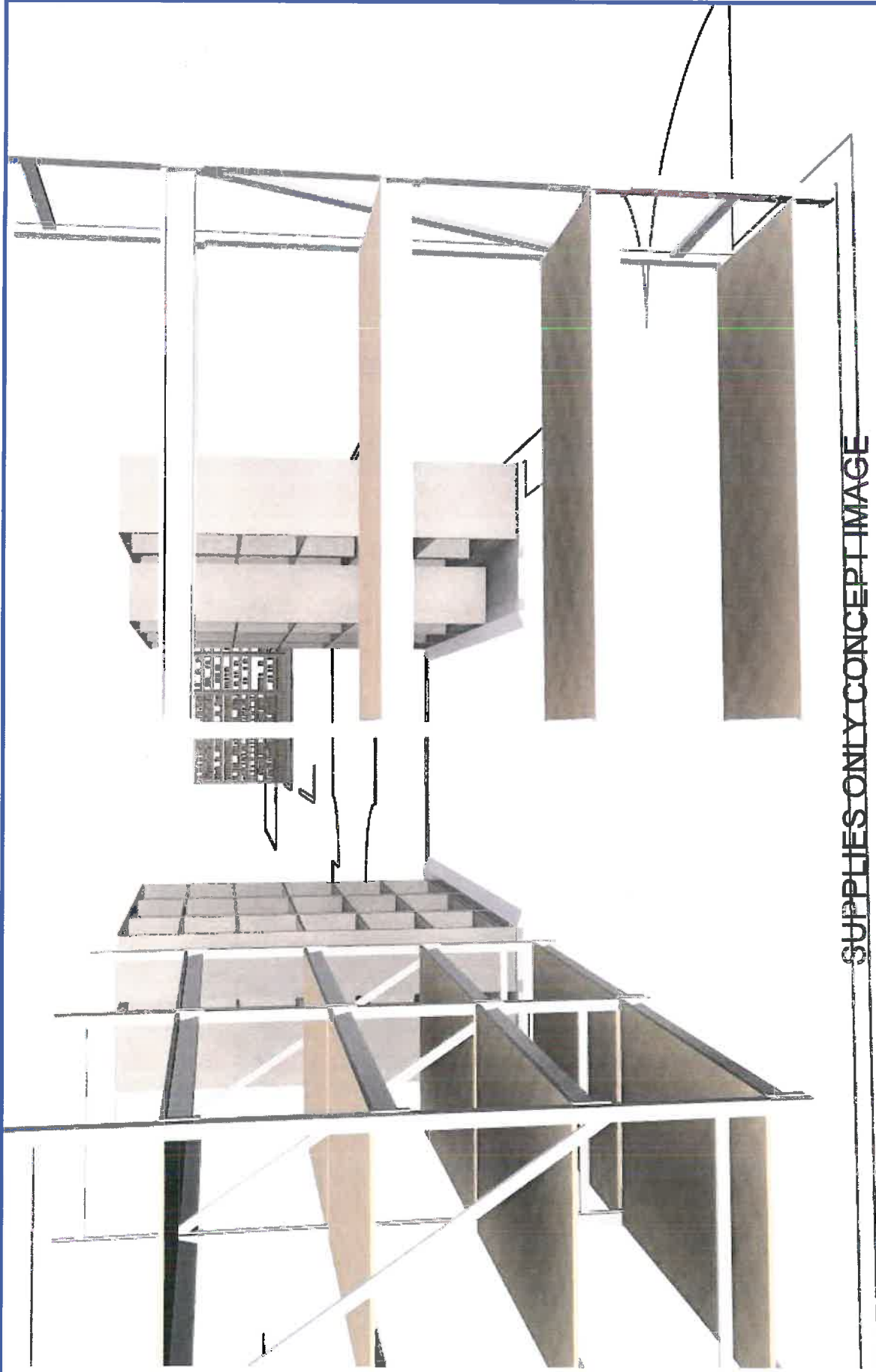
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SUPPLIES ONLY CONCEPT IMAGE

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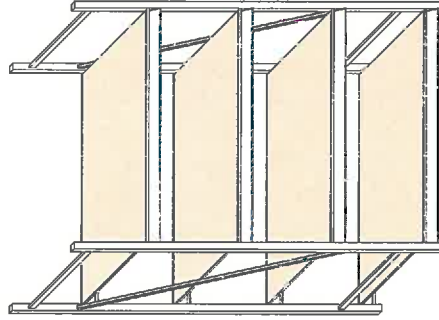
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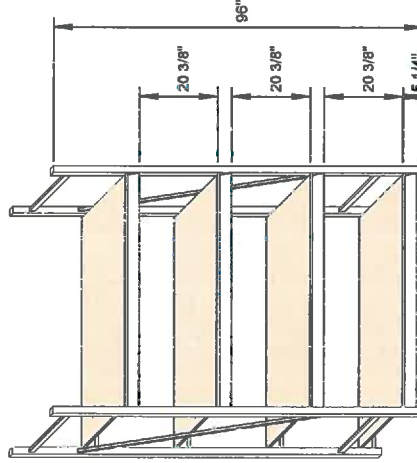
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W1

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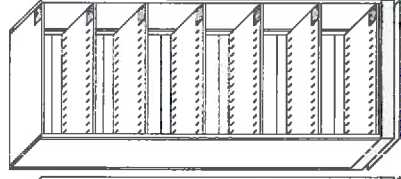
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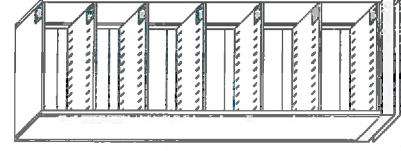
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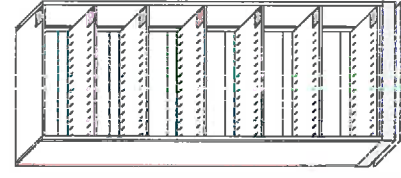
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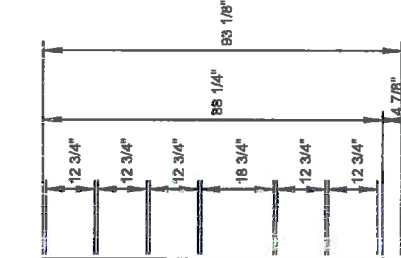


U27

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98 1/4"x36" d15"



U28



SUPPLY ROOM - ELEVATIONS

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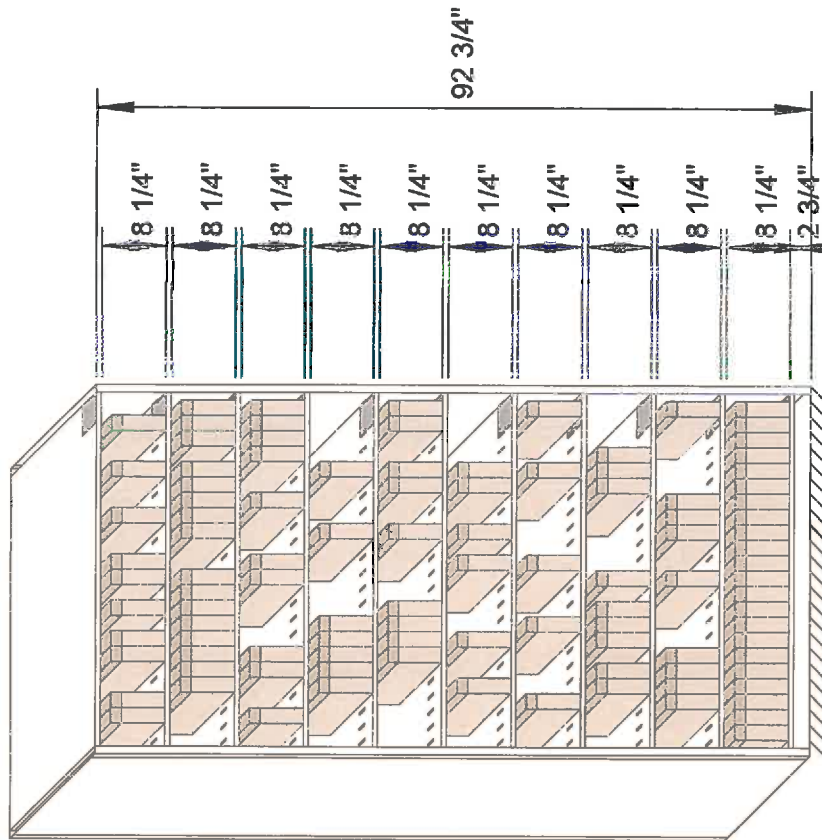
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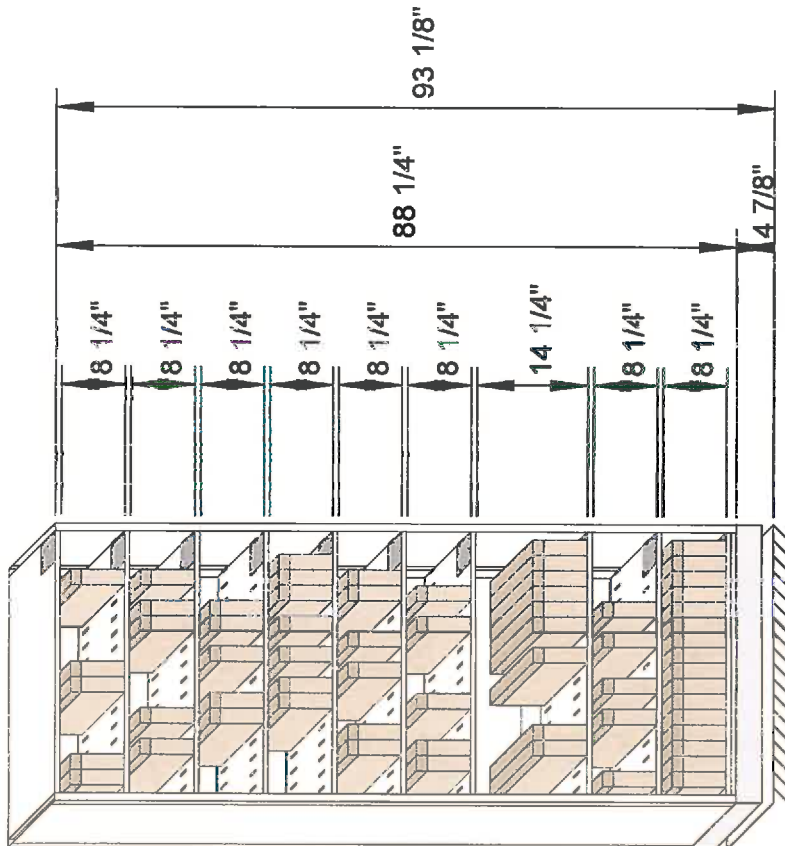
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H92 3/4"
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Long Guns

H93 1/8"
88 1/4"x36" d13"



Firearms

FIREARMS - ELEVATIONS

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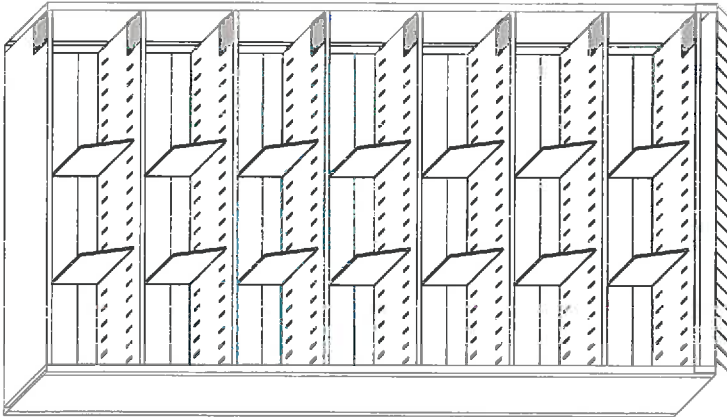


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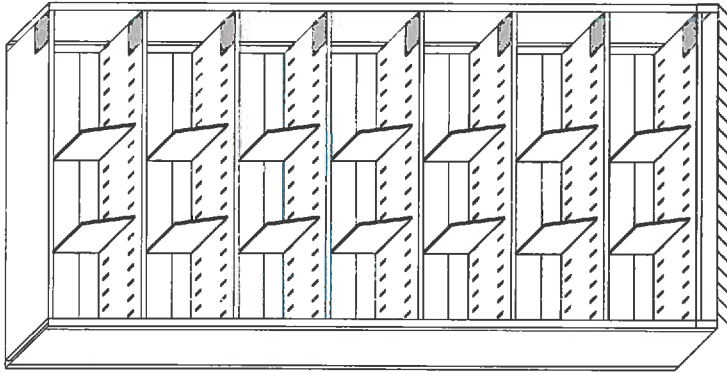
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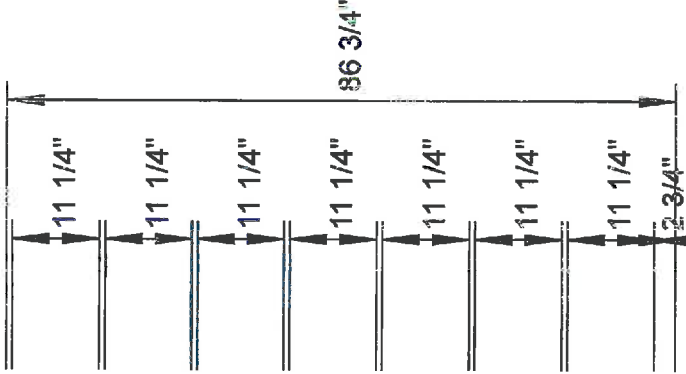
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U 31



U 32



NARCOTICS ELEVATIONS



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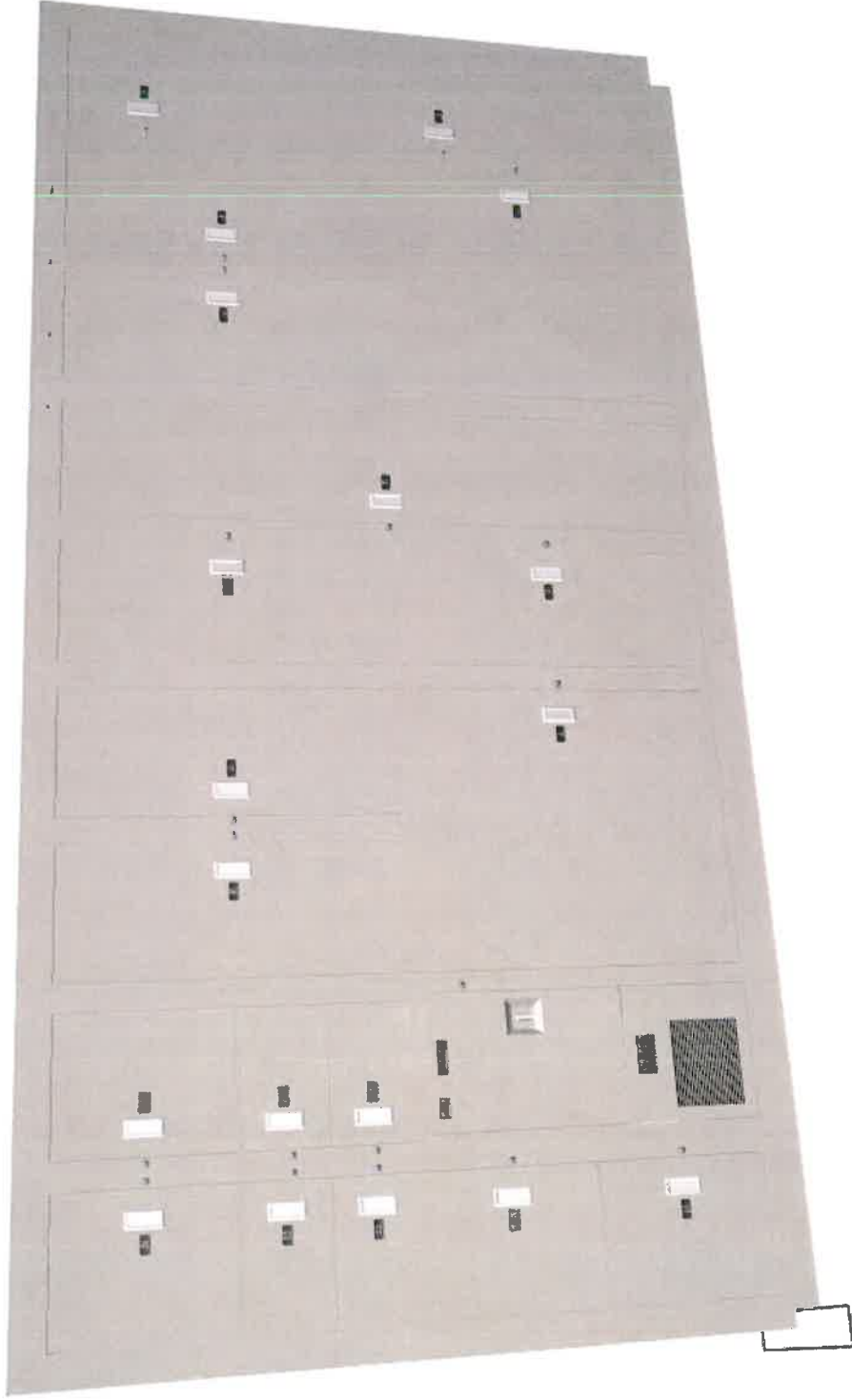
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Evidence Locker Concept Photo

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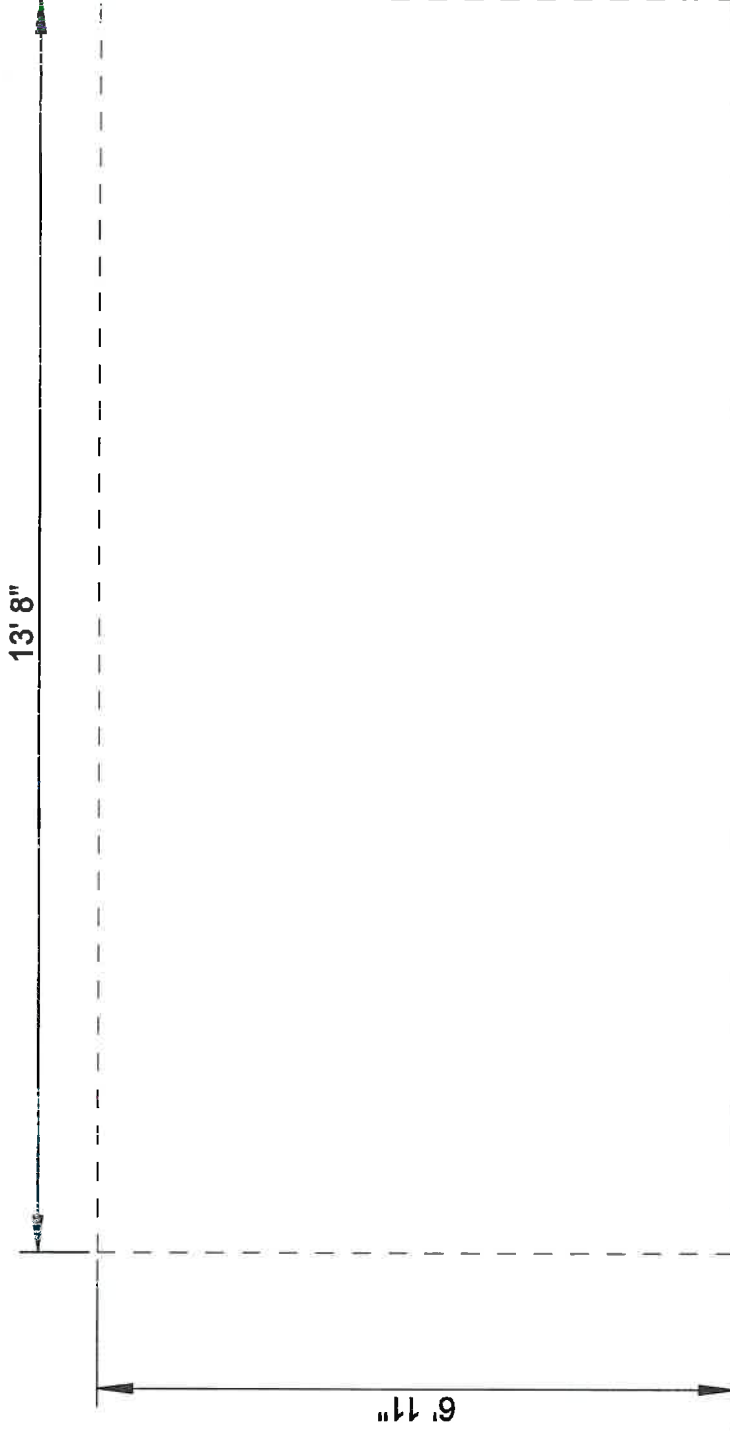
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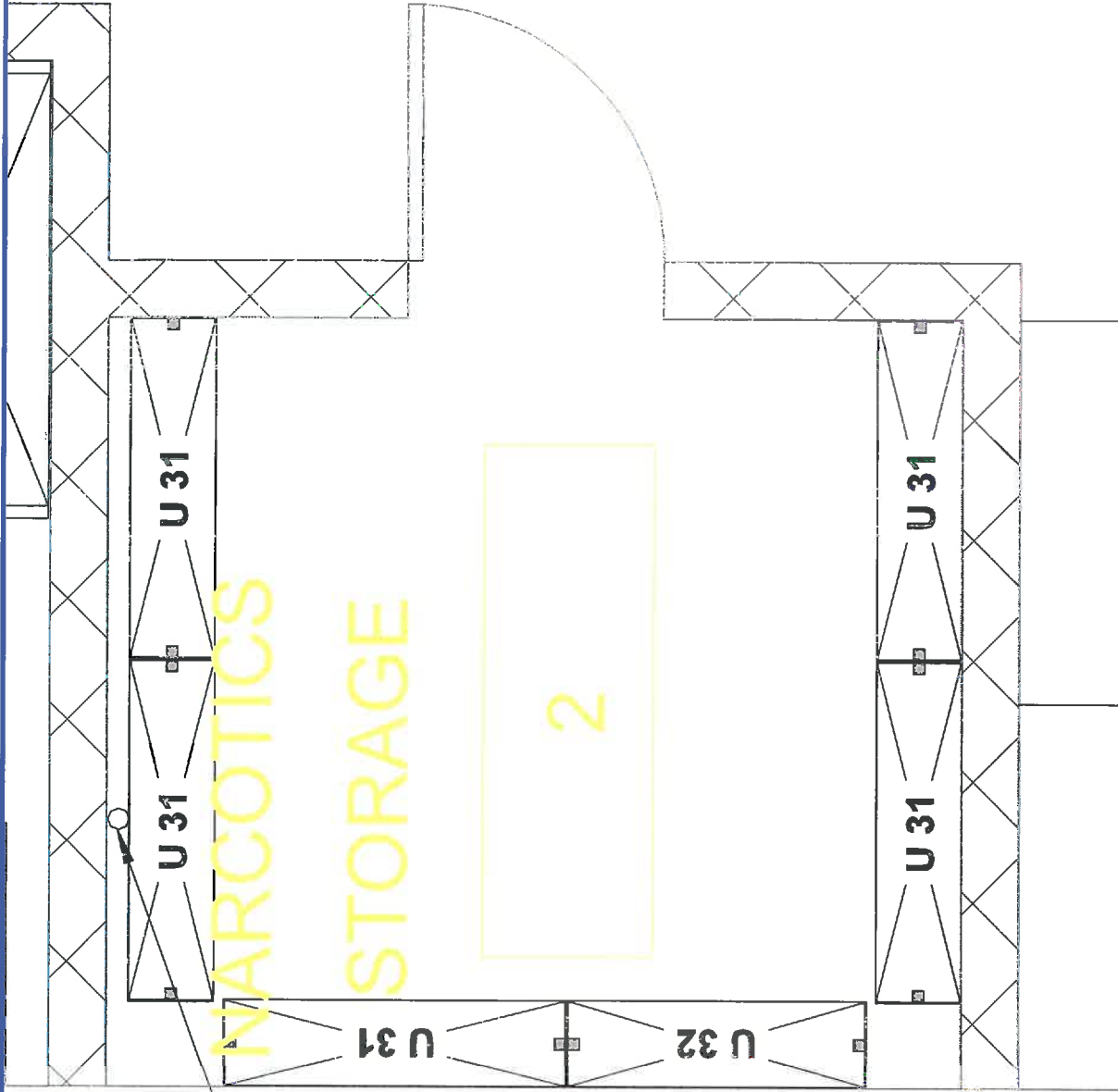
EVIDENCE LOCKERS WALL CUT OUT

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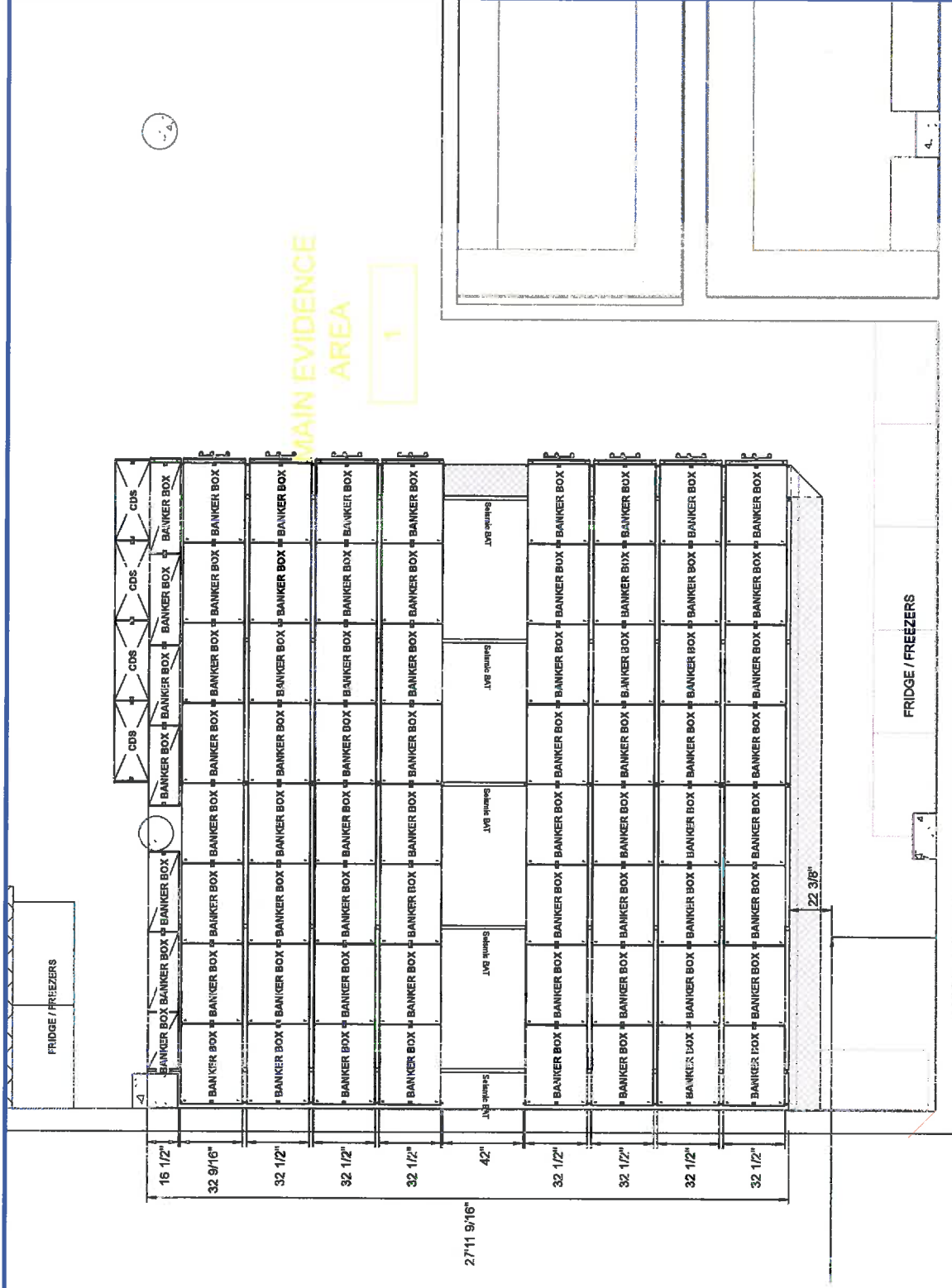
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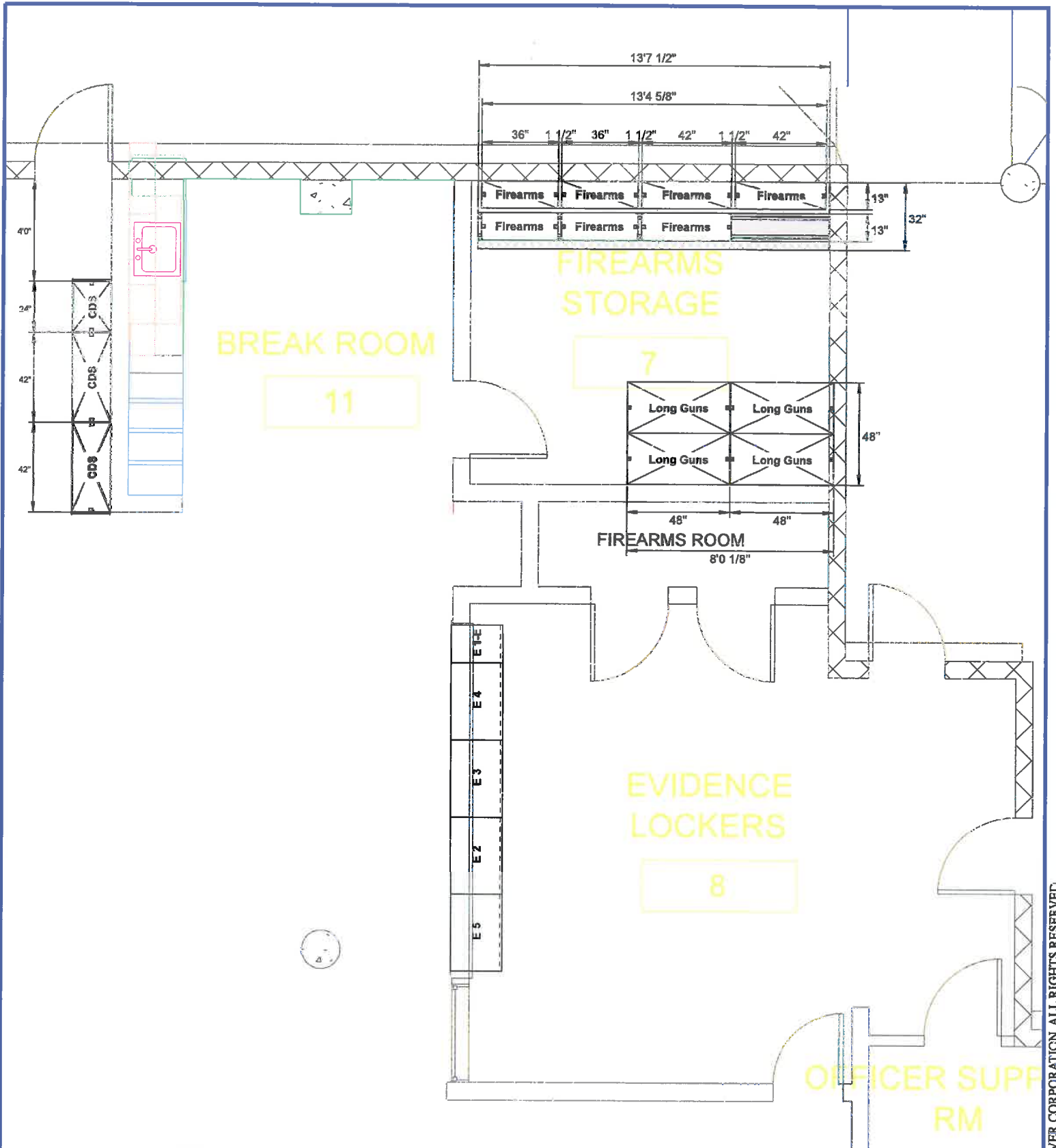
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**National City
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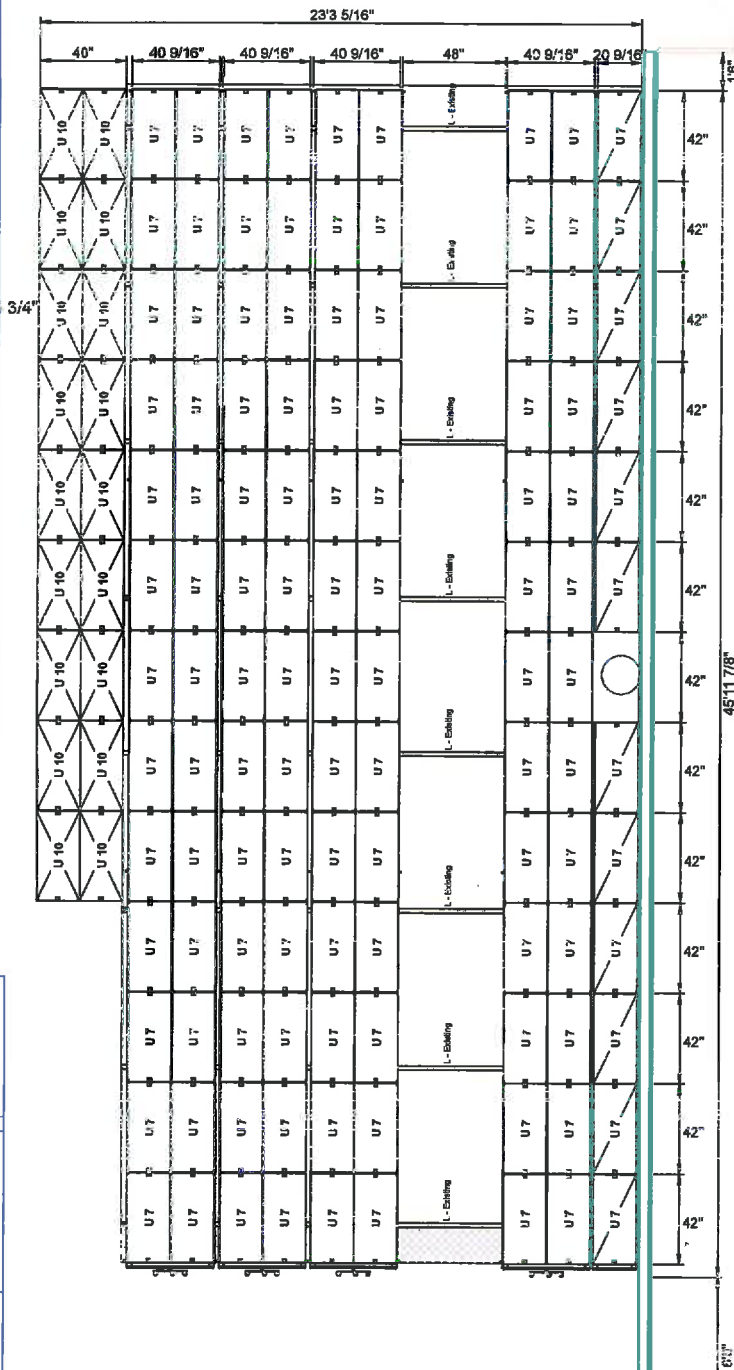
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HOMICIDE AREA 2



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**National City
PD - FINAL
DRAWINGS**

Project #:
19568

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Brad Tanner

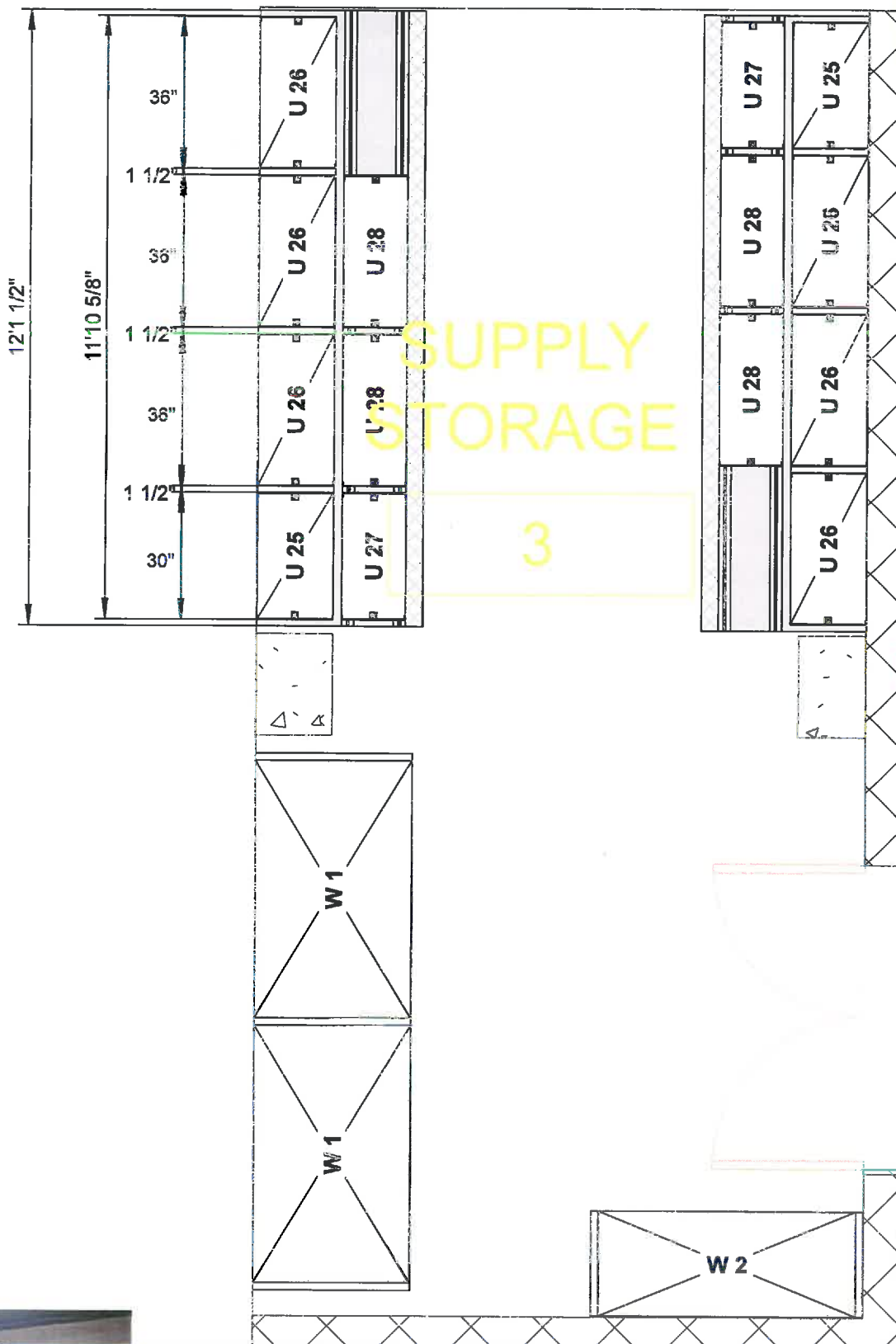
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(801) 363-5882 main
(801) 359-4326 fax

www.spacesaverIM.com

Project Name:

**National City
PD - FINAL
DRAWINGS**

Project #:
19568

Drawn by:
Brad Tanner

Date Printed:
05/29/2015

Scale
1:36

Rev level:

APPROVAL
This drawing Approved By:

Dated _____

RESOLUTION 2015 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
AUTHORIZING THE CITY TO UTILIZE COOPERATIVE PURCHASING
ESTABLISHED THROUGH NATIONAL JOINT POWERS ALLIANCE (NJPA),
CONSISTENT WITH MUNICIPAL CODE SECTION 2.60.260 FOR
COOPERATIVE PURCHASING, TO PURCHASE CUSTOMIZED MOBILE
SHELVING FROM SPACESAVER INTERMOUNTAIN, LLC, BY COOPERATIVE
PURCHASING ("PIGGYBACKING") THROUGH CONTRACT 031715-KII
WITH THE NJPA; AND AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH SPACESAVER INTERMOUNTAIN, LLC,
TO PURCHASE AND INSTALL CUSTOMIZED MOBILE SHELVING
TO EXPAND CAPACITY IN THE POLICE DEPARTMENT EVIDENCE
ROOM, IN AN AMOUNT NOT TO EXCEED \$387,149.25

WHEREAS, the evidence room of the National City Police Department, which is over capacity, operates under strict rules and tight security and is the only location available within the City where evidence can be accepted and stored; and

WHEREAS, a mobile shelving is an all metal shelving system that moves on rollers set on rails by means of hand cranks at the end of each shelving row that allows for more compact storage by rolling shelving next to each other for storage and moving them apart when access is necessary, and will approximately double the capacity of evidence storage; and

WHEREAS, as a result of a selection committee process, Spacesaver Intermountain, LLC, received the highest point total from the committee based upon the cumulative results of the selection process as the best value, most qualified to accommodate the special needs and ongoing operations of the evidence room, and confidence in performing and providing the best system; and

WHEREAS, the City of National City will get the best price for the purchase of customized mobile shelving from Spacesaver Intermountain, LLC, by "piggybacking" National Joint Powers Alliance ("NJPA") Contract 031715-KII, consistent with Municipal Code Section 2.60.260 for cooperative purchasing; and

WHEREAS, Section 2.60.260 of the National City Municipal Code provides that the City may buy directly from a vendor at a price established through competitive bidding by another public agency whose procedures have been determined to be in substantial compliance with the City's procurement procedures, and such a determination has been made in this case. It is therefore recommended that the purchase be made without complying with the competitive bidding procedure set forth in the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby affirms the determination that the National Joint Powers Alliance's procurement procedures are in substantial compliance with the City's, and authorizes staff to utilize cooperative purchasing established through National Joint Powers Alliance (NJPA), consistent with Municipal Code Section 2.60.260 for cooperative purchasing, to purchase customized mobile shelving from Spacesaver Intermountain, LLC, based on their contract 031715-KII with the NJPA.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to execute an Agreement with Spacesaver Intermountain, LLC, to purchase and install customized mobile shelving to expand capacity in the Police Department Evidence Room, in an amount not to exceed \$387,149.25. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 15th day of September, 2015.

Ron Morrison, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Claudia Gacitua Silva
City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - St. Mary's Fall Festival hosted by St. Mary's Catholic Church on Sunday, October 4, 2015 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – St. Mary's Fall Festival hosted by St. Mary's Catholic Church on Sunday October 4, 2015 at the parish grounds located between E. 8th Street and "E" Avenue from 7 a.m. to 7:00 p.m. with no waiver of fees.

PREPARED BY: | Armando Vergara |

PHONE: | (619) 336-4364 |

DEPARTMENT: Neighborhood Services Department

APPROVED BY: 

EXPLANATION:

This is a request from St. Mary's Catholic Church to conduct the 2015 St. Mary's Fall Festival event on Sunday, October 4, 2015 at their parish grounds on E. 8th Street & "E" Avenue. This event features approximately 20 assorted booths, including food booths, religious booths, white elephant booth, sewing club arts & crafts, and game booths. Two (2) 20x20 canopies will be set up for dining and a rented stage will be used for event entertainment and dancing acts.

No street closures will be required for this event.

FINANCIAL STATEMENT:

ACCOUNT NO. |

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

| The City has incurred \$237.00 for processing the TUP through various City departments.

Total fees are \$237.00. |

ENVIRONMENTAL REVIEW:

| N/A |

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

| Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

| N/A |

ATTACHMENTS:

| Application for a Temporary Use Permit with recommended approvals and conditions of approval. |

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **St. Mary's Catholic Church**
EVENT: **St. Mary's Fall Festival**
DATE OF EVENT: **October 4, 2015**
TIME OF EVENT: **7:00 a.m. to 7:00 p.m.**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Speakers shall face away from residential areas. Compliance with Title 12 required.

RISK MANAGER (619) 336-4370

Provide valid copy of insurance certificate naming the City of National City.

Provide Additional insured endorsement naming the City of National City as an additional named insured

PUBLIC WORKS (619)366-4580

Public Works has no involvement in this event

FINANCE

* Festivals, Craft shows, etc. *

A Business License is required IF monies are solicited, admission fee is charged, or if food, beverages and merchandise are sold. The organization holding this event and each vendor present at this event must have a separate business license. Vendors currently licensed by the City may operate under their existing license.

A list of all participating vendors (with their address, phone number, and current National City business license number) is to be provided to the Revenue & Recovery Division of the Finance Department two weeks prior to the event for verification of business licenses.

If any of the vendors or organizations is registered not-for-profit, there will be no charge for a business license. However, a business license certificate must be obtained from the City Revenue & Recovery Division, Business License Section. (Note: a clearance fee does apply to Non-profit organizations located in National City that submit an initial business license application.)

FIRE (619) 336-4550

NO COST FOR AFTER HOURS INSPECTION DUE TO DIRECTOR PARRA'S ATTENDANCE. DIRECTOR PARRA WILL CONDUCT AFTER HOURS INSPECTION WHILE AT EVENT

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the church to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc
- 2) Fire Hydrants shall not be blocked or obstructed
- 3) Fire Department access into and through the festival areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 7) All cooking booths or areas to have one 2A:10BC fire extinguisher. If grease or oil is used in cooking a **40:BC or class "K" fire extinguisher** will be required. Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides. **All fire extinguishers to have a current State Fire Marshal Tag attached. Please see attached example**
- 8) Fire extinguishers to be mounted in a visible location between 3½'to 5' from the floor to the top of the extinguisher. Maximum travel distance from an extinguisher shall not be more than 75 feet travel distance. ***Please see attached example***

- 9) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal
- 10) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc.
- 11) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of one hundred (\$200.00) dollars. **Fee is to be paid directly to the National City Fire Department Administration offices prior to event**
- 12) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only
- 13) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. If cooking is to be done, a ten feet separation shall be maintained from cooking appliance and canopies.*** Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. *If canopies maintain a ten feet separation distance from one another, no charge will be assessed*

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 –200 sf -	\$200.00
201 – (+) sf -	\$400.00

NOTE: Booths can be grouped in multiples of 4 not to exceed 400 square feet. A separation of ten feet between multiples of 4 booths shall be required

- 14) First Aid will be provided by organization

Note: Fees can only be waived by City Council.

COMMUNITY SERVICES:

Community Services has no involvement or comments for this event.

POLICE:

The Police Department does not have any stipulations I will request reserves and put out "extra patrol" for the squads that are on duty

CITY ATTORNEY:

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

EVENT INFORMATION

Type of Event:
☐ Public Concert ☐ Fair ☒ Festival ☐ Community event
☐ Parade ☐ Demonstration ☐ Circus ☐ Block Party
☐ Motion Picture ☐ Grand Opening ☐ Other _____

Event Title: ST. MARY'S FALL FESTIVAL

Event Location: PARISH PROPERTY CHURCH PARKING LOT 8TH & "E" STS.

Event Date(s): From SUNDAY, OCTOBER 4th, 2015

Actual Event Hours: 7:00AM to 7:00 PM

Total Anticipated Attendance: 500 ~~APPROXIMATELY~~ Participants Spectators

Setup/assembly/construction Date: SAT. OCTOBER 3rd Start time: 8:00 AM

Please describe the scope of your setup/assembly work (specific details): ON CHURCH GROUNDS
SET-UP INCLUDES ASSEMBLING BOOTHS, DECORATING BOOTHS AND GROUNDS,

Dismantle Date: MONDAY, OCTOBER 5th, 2015 Completion time: 8:00 AM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

NO STREET CLOSINGS

SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: ST. MARY'S CATHOLIC CHURCH

Chief Officer of Organization (Name) FATHER NEMESIO SUNGCAD, PASTOR 426 E. 7th

Applicant (Name): ALICE STEEBER CHAIRPERSON FALL FESTIVAL

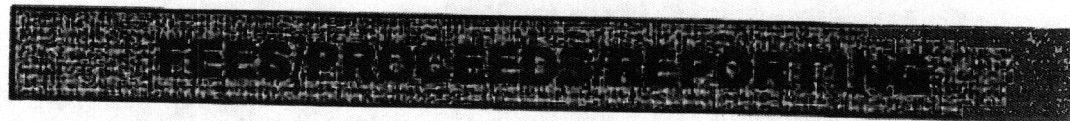
Address: 2929 E. 16th St. NATIONAL CITY

Daytime Phone: 475-2414 Evening Phone: _____

Fax: _____ E-Mail: _____

Contact Person "on site" day of the event: STEEBER CHAIRPERSON

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS



Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

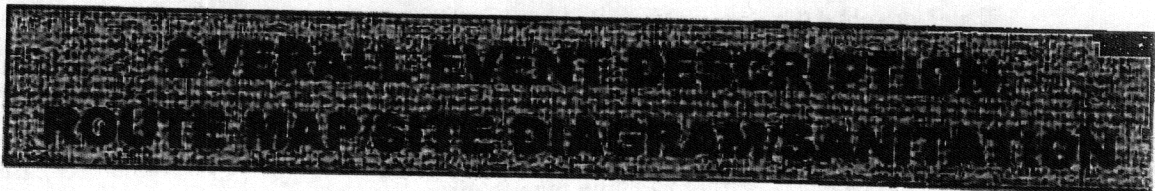
Are admission, entry, vendor or participant fees required? ☐ YES ☒ NO

If YES, please explain the purpose and provide amount(s): _____

\$ _____ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ _____ Estimated Expenses for this event.

\$ _____ What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?



Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

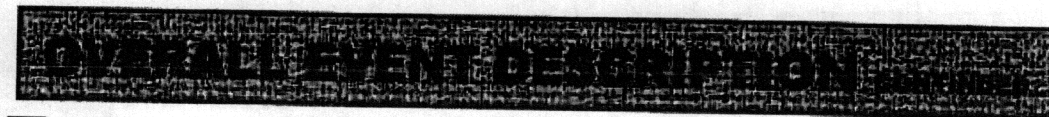
THIS IS AN ANNUAL PARISH EVENT. THERE WILL BE FOOD BOOTHS,
RELIGIOUS BOOTHS, WHITE ELEPHANT BOOTH, ARTS & CRAFTS, CHILDREN'S
GAME BOOTHS, SCOUTS.. THIS IS A ONE-DAY EVENT.

☐ YES ☐ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?
If NO, list any additional dealers involved in the sale: _____

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☒ YES ☐ NO Will items or services be sold at the event? If yes, please describe:

FOOD, SOFT DRINKS, PLANTS, RELIGIOUS ITEMS, WHITE ELEPHANT
ITEMS



☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 10 Sizes 10x10
NOTE: A separate Fire Department permit is required for tents or canopies.

☒ YES ☐ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: NO CITY

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☐ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: FOOD PREPARED ON SITE IN COMMERCIAL KITCHENS
If you intend to cook food in the event area please specify the method:
X GAS X ELECTRIC CHARCOAL OTHER (Specify):

☐ Portable and/or Permanent Toilet Facilities PERMANENT TOILETS IN CHURCH HALL & BACK OF CHURCH
Number of portable toilets: 0 (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)
☒ Tables # 10 / 12 and Chairs # 100
☒ Fencing, barriers and/or barricades
☒ Generator locations and/or source of electricity
☒ Canopies or tent locations (include tent/canopy dimensions)
☒ Booths, exhibits, displays or enclosures
☒ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☐ Other related event components not covered above
☒ Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 15 Trash containers with lids: 12

Describe your plan for clean-up and removal of waste and garbage during and after the event:
TRASH CANS POSITIONED THROUGHOUT THE AREA AND EMPTIED ALL DURING THE DAY, INTO TWO ON-SITE COMMERCIAL DUMPSTERS TO BE PICKED UP BY EDCO

Please describe your procedures for both Crowd Control and Internal Security:

PARISHIONERS & RESIDENTS ARE AWARE OF OUR ANNUAL ONE-DAY EVENT.

SECURITY: Notifying NCPD TO ALERT REGULAR AND RESERVE OFFICERS

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: _____

Security Organization Address: _____

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

WE WILL HAVE A FIRST-AID AREA WITH PERSONNEL AND FIRST AID SUPPLIES. FIRE DEPARTMENT AND PARAMEDICS ARE IN AREA.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

CHURCH HAS DISABLED IN ALL CHURCH PARKING LOTS AS WELL AS ON STREETS
FESTIVAL GROUNDS ARE BLACKTOPPED AND VERY LEVEL

Please provide a detailed description of your PARKING plan:

CHURCH PARKING LOTS AND CITY STREETS

Please describe your plan for DISABLED PARKING:

USE OF OUR DISABLED PARKING SPACES.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

BULLETINS, ANNOUNCEMENTS, CHURCH FLYERS, WORD-OF-MOUTH

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

**ENTERTAINMENT, PARISH PROPERTY
RELATED EVENT ACTIVITIES**

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES,

please state the number of stages, number of bands and type of music. Number

of Stages: 1 Number of Bands: _____

Type of Music: _____ D.J. FOR BACKGROUND MUSIC FOR PLEASURE
AND ENTERTAINMENT & DANCE ACTS.

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:

Start time: 12:30 AM Finish Time 5:00 PM

☐ YES ☒ NO Will sound checks be conducted prior to the event? If YES, please indicate:

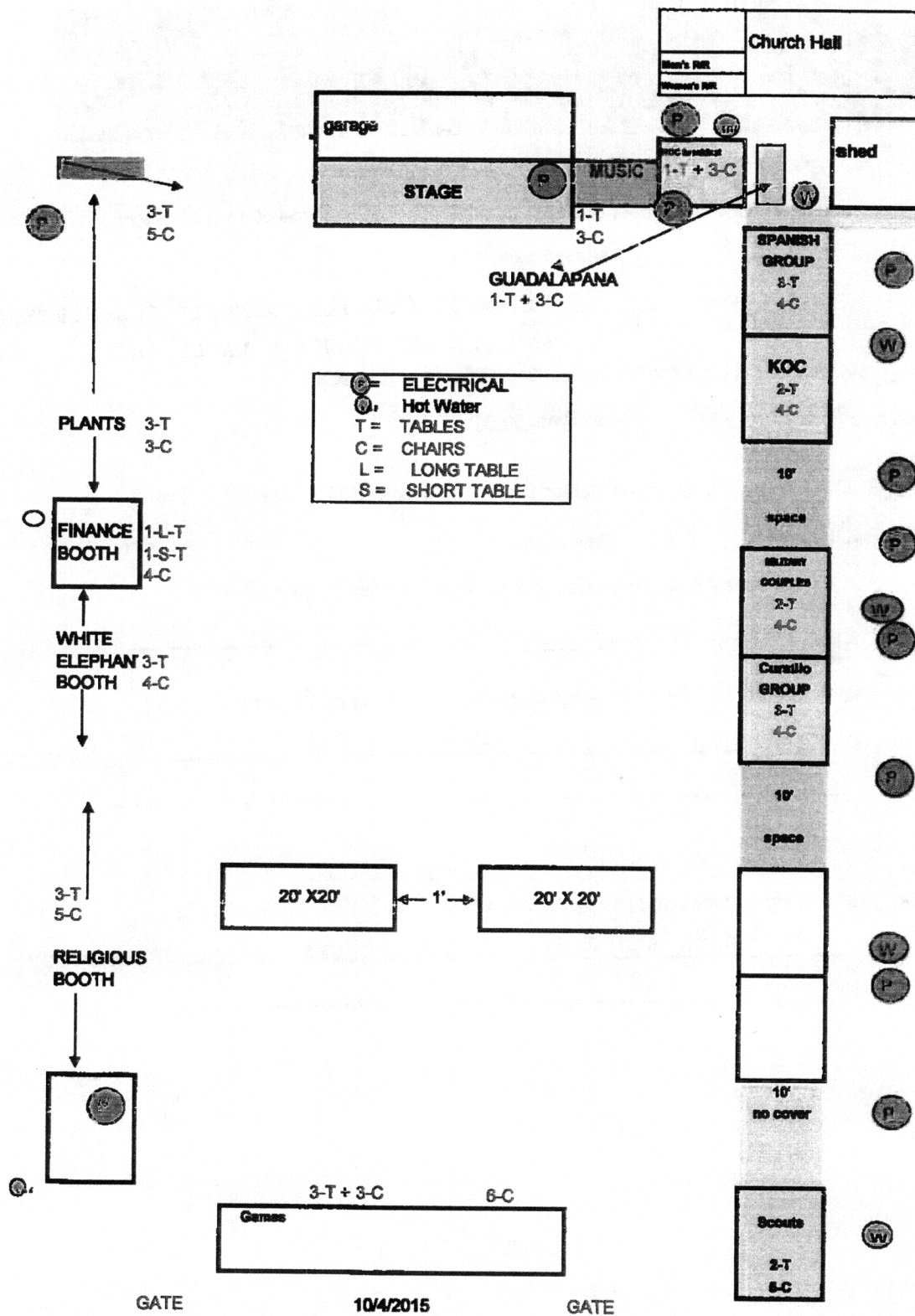
Start time: _____ PM Finish Time _____ PM

Please describe the sound equipment that will be used for your event:

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:

ON PARISH PROPERTY: BANNERS, SIGNS, BOOTH DECORATIONS



City of National City

PUBLIC PROPERTY USE HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization ST. MARY'S CATHOLIC CHURCH

Person in Charge of Activity FATHER NEMESIO SUNGCAB. PASTOR

Address 426 EAST 7th STREET PARISH OFFICE

Telephone 624-1501 Date(s) of Use SUNDAY, OCTOBER 4th 2015

CHAIRPERSON: ALICE STEEBER

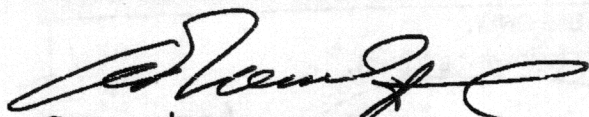
2929 EAST 16th STREET NATIONAL CITY

475-2414

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date



REV. NEMESIO SUNGCAB - PASTOR

For Office Use Only

Certificate of Insurance Approved _____ Date _____

National City 39
1243 National City Blvd.
619-336-4330 / 58147
08/19/2015 10:02:48.000 Reg CASHREG1
Validation Receipt

CHARGES-
001-45464-3585
001454 ST MARY'S FALL \$ 237.00

Sub-total \$*****237.00

PAYMENT-
Check - 2784 \$ 237.00
ST MARY CATHOLIC

Change \$*****0.00

THANK YOU!

Business Hours:
7:00 - 6:00 Monday through Thursday
Closed on Fridays



NEIGHBORHOOD SERVICES DIVISION

Bring with your payment to the Finance Department.
Check receipt to our office (Customer Service).

DATE: 8/19/15

08/19/2015 10:02:48.000 Reg CASHREG1
001454 ST MARY'S FALL \$ 237.00

National City 39
1243 National City Blvd.
619-336-4330 / 59147

EVENT:	
St. Mary's Fall Festival.	
EVENT DATE(S):	October 4th (2015)
LOCATION:	426 E. 7th Street.
APPLICANT:	St. Mary's Church.
PROCESSING FEE:	\$ 237.00

Depending on City services requested, other fees may apply to your event.

FOR OFFICE USE ONLY:	
Credit payment to the following account:	
001-45464-3585	NPN

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 7th Annual Health & Wellness Fair hosted by Paradise Valley Hospital and The Southbay Times on October 31, 2015 from 10 a.m. to 3 p.m. at 2400 E 4th Street with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – 7th Annual Health & Wellness Fair hosted by Paradise Valley Hospital and The Southbay Times on October 31, 2015 from 10 a.m. to 3 p.m. at 2400 E. 4th Street with no waiver of fees. |

PREPARED BY: Armando Vergara |

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4364 |

APPROVED BY: 

EXPLANATION:

This is a request from The Southbay Times, in conjunction with Paradise Valley Hospital, to conduct a Health & Wellness Fair at the Paradise Valley Hospital employee parking grounds (corner of E. 8th and Euclid Avenue) on October 31, 2015 from 10 a.m. to 3 p.m. This event will feature free flu shots, glucose testing, diabetes and cholesterol checks, and blood pressure testing. Local restaurants will participate with food specialties. This event is free to all residents, businesses and guests.

Paradise Valley Hospital will provide security detail / crowd control and a First Aid booth will be provided by volunteer medical practitioners. There will be sufficient parking for all guests to park on the Hospital grounds.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The City has incurred \$237.00 for processing the TUP through the various City departments, and \$200.00 for Fire fees.

Total fees are \$437.00 |

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. |

BOARD / COMMISSION RECOMMENDATION:

N/A |

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval. |

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: **Paradise Valley Hospital & The Southbay Times**
EVENT: **2015 Health & Wellness Fair**
DATE OF EVENT: **October 31, 2015**
TIME OF EVENT: **10 a.m. to 3 p.m.**

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS []
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Speakers should face away from nearby residential properties and comply with NCMC Title 12 (Noise).

COMMUNITY SERVICES:

1. Community Services has no involvement or comments for this event.

PUBLIC WORKS: (619)366-4580

We have reviewed the application for subject Temporary Use Permit (TUP) and recommends approval subject to the conditions listed below.

PARKS DIVISION:

1. The Park Division has no involvement

FACILITIES DIVISION:

1. The Facilities Division has no involvement

STREET DIVISION:

1. The Streets Division has no involvement

CITY ATTORNEY:

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

FIRE:

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the street to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 2) Fire Department access into and through the booth/tent areas are to be maintained at all times. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches
- 3) Fire Hydrants shall not be blocked or obstructed
- 4) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- 5) Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 6) If applicable, concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides
- 7) If applicable, all cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be

required. **All fire extinguishers to have a current State Fire Marshal Tag attached. Extinguishers shall be mounted in conspicuous area inside tent or canopy. Please see attached example**

- 8) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal
- 9) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas etc. if applicable
- 10) Required inspections taking place, after hours, holidays, and weekends will be assessed a minimum of two hundred ten (\$200.00) dollars
- 11) Any electrical power used is to be properly grounded and approved. Extension cords shall be used as "Temporary Wiring" only
- 12) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. **A ten feet separation distance must be maintained between tents and canopies.** A permit from the Fire Department must be obtained. ***Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking"***

Canopies:

0 – 400 sf -	\$0
401 – 500 sf -	\$250.00
501 – 600 sf -	\$300.00
601 – 700 sf -	\$400.00

Tents:

0 – 200 sf -	\$200.00
201 – (+) sf -	\$400.00

- 13) First Aid will be provided by organization
- 14) **Fire Department Fees** can only be waived by City Council

AFTER HOUR INSPECTION REQUIRED

\$200.00 FEE FOR AFTER HOUR INSPECTION

FINANCE:

All vendors must obtain a National City business license.

POLICE:

This has been a yearly event on private property and typically involves in-house security for this event. Request for extra patrol by on duty patrol units will be made for this event date.

EVENT INFORMATION

Type of Event:

- ☐ Public Concert
☐ Parade
☐ Motion Picture

- ☒ Fair
☐ Demonstration
☐ Grand Opening

- ☐ Festival
☐ Circus
☐ Other _____

- ☒ Community event
☐ Block Party

Event Title: 7th Annual National City Health & Wellness Fair

Event Location: Paradise Valley Hospital

Event Date(s): From 10/31/15 to 10/31/15

Actual Event Hours: 10:00 AM to 3:00 PM

Total Anticipated Attendance: 250 (150 Participants 100 Spectators)

Setup/assembly/construction Date: 10/30 Start time: 3:00 PM

Please describe the scope of your setup/assembly work (specific details): _____
assemble staging - set up canopies - etc.

Dismantle Date: 10/31 Completion Time: 4pm PM

List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.

NONE.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Sponsoring Organization: Paradise Valley Hospital / The Southbay Times

Chief Officer of Organization (Name) Ditas Yamane

Applicant (Name): 7th Annual National City Health & Well

Address: 140 W. 16th Street National City, CA 91950

Daytime Phone: 619-474-5300 Evening Phone: 619-474-5300

Fax: 619-474-6888 E-Mail: ditasyamane@cox.net

Contact Person "on site" day of the event: Ditas Yamane Cellular: 619-921-5125

NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

FEES/PROCEEDS/REPORTING

Is your organization a "Tax Exempt, nonprofit" organization? ☒ YES ☐ NO

Are admission, entry, vendor or participant fees required? ☒ YES ☐ NO

If YES, please explain the purpose and provide amount(s): Admission - FREE

Vendor/Exhibitor Fee to cover cost of the event.

\$ 5000 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 4500 Estimated Expenses for this event.

\$ 500 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

OVERALL EVENT DESCRIPTION ROUTE MAP/SITE DIAGRAM/SANITATION

Please provide a **DETAILED DESCRIPTION** of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.

Health & Wellness Program. FREE flu shot (while supply last) to members of our community.

FREE health & wellness services. FREE health & wellness information.

To promote health & wellness for a happy and healthy community!

☐ YES ☒ NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers?

If NO, list any additional dealers involved in the sale: NO.

☐ YES ☒ NO Does the event involve the sale or use of alcoholic beverages?

☐ YES ☒ NO Will items or services be sold at the event? If yes, please describe:

OVERALL EVENT DESCRIPTION CONTINUED

☐ YES ☒ NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.

☒ YES ☐ NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.

☒ YES ☐ NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 50 Sizes 10x10
NOTE: A separate Fire Department permit is required for tents or canopies.

☐ YES ☒ NO Will the event involve the use of the City or your stage or PA system?
SPECIFY: _____

In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:

☐ Alcoholic and Nonalcoholic Concession and/or Beer Garden areas.
☒ Food Concession and/or Food Preparation areas. Please describe how food will be served at the event: Paradise Valley Hospital Nutrition Center.
If you intend to cook food in the event area please specify the method:
 GAS ELECTRIC CHARCOAL OTHER (Specify): _____

☒ Portable and/or Permanent Toilet Facilities
Number of portable toilets: 28/1H (1 for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event)

☒ Tables # 50 and Chairs # 150
☒ Fencing, barriers and/or barricades
☒ Generator locations and/or source of electricity
☒ Canopies or tent locations (include tent/canopy dimensions)
☒ Booths, exhibits, displays or enclosures
☐ Scaffolding, bleachers, platforms, stages, grandstands or related structures
☐ Vehicles and/or trailers
☐ Other related event components not covered above
Trash containers and dumpsters

(Note: You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event the area must be returned to a clean condition.) Number of trash cans: 24 Trash containers with lids: 4

Describe your plan for clean-up and removal of waste and garbage during and after the event:
Clean up after the event - removal of waste and garbage during and after the event by volunteers and hospital custodians.

SAFETY/SECURITY/ACCESSIBILITY

Please describe your procedures for both Crowd Control and Internal Security:

PVH Security personnel and Event Volunteers to provide for crowd control and internal security.

☐ YES ☒ NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:

Security Organization: Paradise Valley Hospital

Security Organization Address: 2900 Euclid Avenue National City, CA 91950

Security Director (Name): _____ Phone: _____

☐ YES ☒ NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:

Day Time Event.

Please indicate what arrangement you have made for providing First Aid Staffing and Equipment.

Paradise Valley Hospital and the Philippine Nurses Association will be providing First Aid & Equipment.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

PVH has ADA compliance for access by individuals with disabilities.

PARKING PLAN/NOTIFICATION OF IMPACT

Please provide a detailed description of your PARKING plan:

PVH has ample parking plan during the event.

Please describe your plan for DISABLED PARKING:

PVH parking lot provides for disabled parking.

Please describe your plans to notify all residents, businesses and churches impacted by the event:

Flying, poster, newspapers, and social media networking and advertising.

NOTE: Neighborhood residents must be notified 72 hours in advance when events are scheduled in the City parks.

ENTERTAINMENT/ATTRACTIONS AND RELATED EVENT ACTIVITIES

☒ YES ☐ NO Are there any musical entertainment features related to your event? If YES,
please state the number of stages, number of bands and type of music. Number
of Stages: 1 Number of Bands: 1
Type of Music: family oriented.

☒ YES ☐ NO Will sound amplification be used? If YES, please indicate:
Start time: 9:30am AM Finish Time 3:00pm PM

☒ YES ☐ NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: 9:30am AM Finish Time 3:00 PM

Please describe the sound equipment that will be used for your event:
DJ

☐ YES ☒ NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:
None.

☒ YES ☐ NO Any signs, banners, decorations, special lighting? If YES, please describe:
Banners ; Balloons; Posters

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization Paradise Valley Hospital / The Southbay Times

Person in Charge of Activity Ditas Yamane

Address 140 W 16th Street National City, CA 91950

Telephone (619) 474-5300 Date(s) of Use 10/31/2015

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

 8/30/15
Signature of Applicant Official Title Date

For Office Use Only

Certificate of Insurance Approved _____ Date 10/31/15



CERTIFICATE OF LIABILITY INSURANCE

NATCI-1

OP ID: MF

DATE (MM/DD/YYYY)

07/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SCF Insurance Services, Inc. License # 0606662 P.O. Box 1300 La Mesa, CA 91944-1300 Karen Marie Gallagher		CONTACT NAME: Karen Marie Gallagher PHONE (A/C No, Ext): 619-589-0303 FAX (A/C No): 619-589-1342 E-MAIL ADDRESS: kareng@scfinsurance.com	
INSURED National City Public Safety Foundation 140 W 16th St National City, CA 91950		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Professional liab			PHPK1358817	06/23/2015	06/23/2016	MED EXP (Any one person) \$ 5,000
				PHPK1358817	06/23/2015	06/23/2016	PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> OTHER						Prof liab \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUP						
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	D&O liability			PHSD1055632	06/23/2015	06/23/2016	D&O 1,000,000
A	EPLI			PHSD1055632	06/23/2015	06/23/2016	EPLI 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured per attached endorsement.

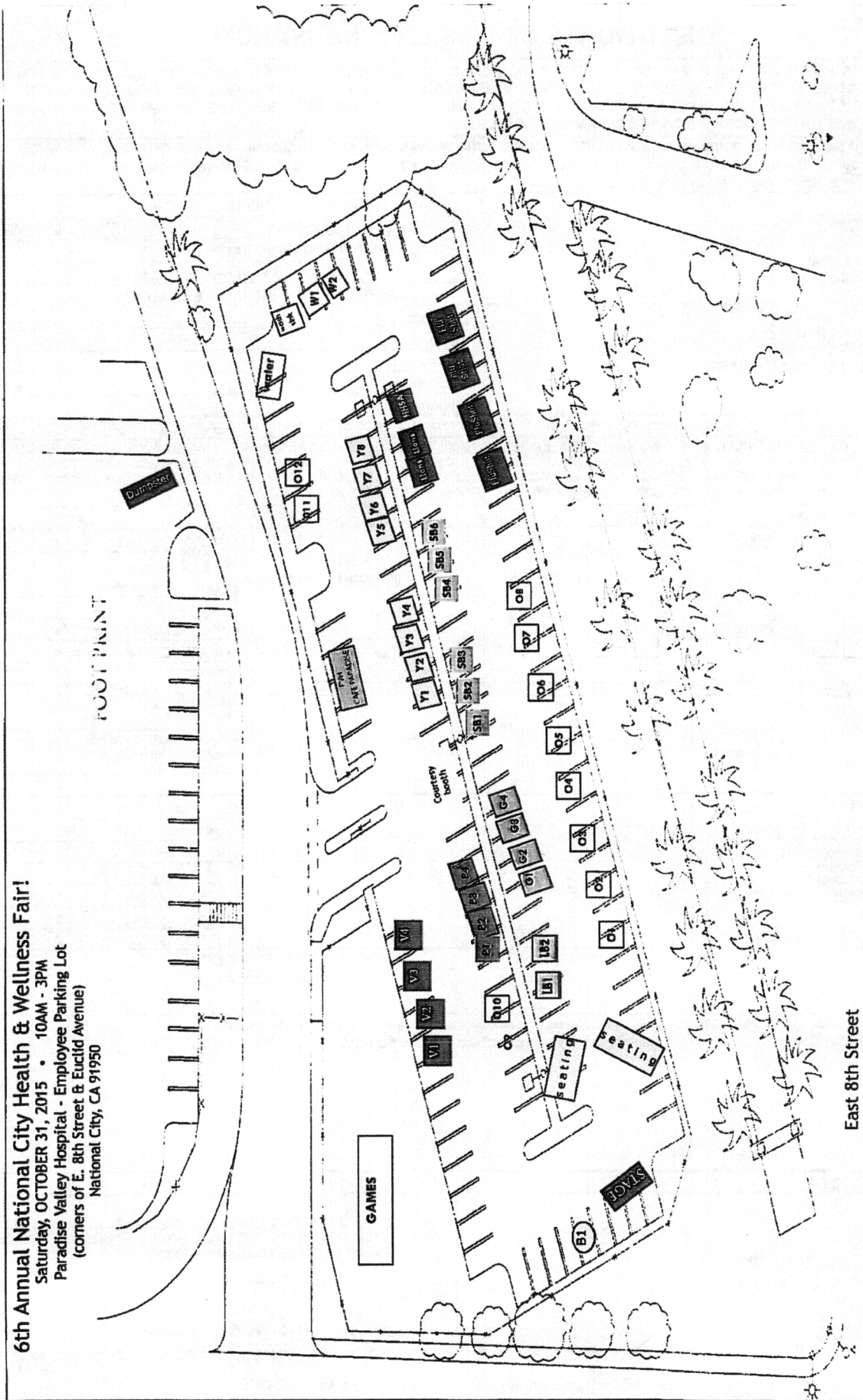
CERTIFICATE HOLDER**CANCELLATION**

CITY OF N City of National City its official, agents, and employees 1243 National City Blvd. National City, CA 91950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Martha Fredericks</i>
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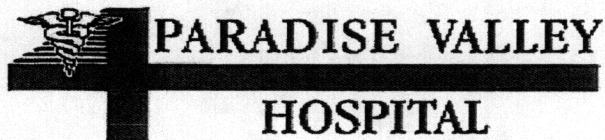
6th Annual National City Health & Wellness Fair!

Saturday, OCTOBER 31, 2015 • 10AM - 3PM
 Paradise Valley Hospital - Employee Parking Lot
 (corners of E. 8th Street & Euclid Avenue)
 National City, CA 91950



Euclid Avenue

East 8th Street



The South Bay Times

health & Wellness Fair

Saturday, October 31, 2015 * 10am-3pm

Paradise Valley Hospital Employees Parking Lot

E. 8th Street & Euclid Avenue National City, California 91950

FREE

7th National City Health & Wellness Fair

- promoting a healthy and happy community
is brought to you by Paradise Valley Hospital and
The Southbay Times in cooperation with the
Health & Human Services South County and
Center for Health Promotion

Community Partners:

Office of Cong. Juan Vargas
Office of CA Sen. Ben Hueso
Office of County Sup, Greg Cox,
Office of Mayor Ron Morrison
SD TFC Lions Club ; SD Majestic Lions Club,
SD Classic Lions Club ; SD Presidents Lions Club,
SD Executive Lions Club ; SD Pathfinders Lions ;
Rotary Club of Paradise Valley San Diego
Phil. Nurses Association - San Diego
We Print - printing solution
National City Realty Services
The Phone Shop ; Kaplan College
Vice Mayor Jerry Cano
Aunt Emma's National City
and more . . .

Flu Shot (while supply last)

**Blood Pressure, Glaucoma,
& Diabetes Screening**

**Health & Wellness Counseling
& Information**

plus fun activities, prizes, & surprises

Best Halloween Costume Contest

- for children 12 and under

- judging from 1:30pm-2:30pm

- one winner

**Come & Join the fun in promoting
health & wellness in our community!!!**

**For more information and
booth participation, please call**

(619) 474-5300

email: healthandwellnesshere@gmail.com

The following page(s) contain the backup material for Agenda Item: Seeking concurrence to complete the Operating Agreement with MediFit so staff may return with an Operating Agreement and appropriation request for City Council approval on October 6, 2015.
(Community Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. 1

ITEM TITLE:

Seeking concurrence to complete the Operating Agreement with MediFit so staff may return with an Operating Agreement and appropriation request for City Council approval on October 6, 2015.
(Community Services)

PREPARED BY: Audrey Denham

PHONE: 619-336-4243

EXPLANATION:

See attached staff report.

DEPARTMENT: Community Services

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

See attached staff report.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff Report

Staff Report

Seeking concurrence to complete the Operating Agreement with MediFit so staff may return with an Operating Agreement and appropriation request for City Council approval on October 6, 2015.

Background

On June 16, 2015 City Council approved staff's recommendation and authorized staff to begin negotiations with MediFit for the operation of Las Palmas Pool. MediFit is a privately-held fitness and wellness management and consulting company experienced in the management of aquatic centers.

Update on Negotiations & Budget

In an Operating Agreement with MediFit, revenues paid for the use of Las Palmas Pool by Southwestern College (SWC) and Sweetwater Unified High School District (SUHSD) would be paid directly to the City. Similar to the rental of any City facility to an outside organization, SWC and SUHSD would be required to complete a Facility Use Permit to rent Las Palmas Pool. We are still in negotiations with SWC and SUHSD regarding Facility Use Permits and rental fees.

The City would be responsible for MediFit's management fee plus operating costs. The table below summarizes revenues and expenses for the operation of Las Palmas Pool by MediFit. This budget has been developed with no revenue stream for open swim and learn to swim classes; however, expenses to run the programs has been included. Therefore, City Council can determine appropriate fees for such programs if desired.

FY15-16 (January-June)

Revenue

Southwestern College	\$ 62,500
Sweetwater Union High School District	\$ 50,000
Total Revenue	\$ 112,500

Expenses

Internal Service Charges	\$ 150,000
MediFit Management Fee	\$ 30,000
MediFit Operating Costs	\$ 158,500
Total Expenses	\$ 338,500
Existing FY15-16 Appropriation for Utilities	(\$ 100,000)
Additional FY15-16 Appropriation Needed	\$ 238,500

<i>Net Cost to the City</i>	<i>\$ 126,000</i>
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FY16-17

Revenue

Southwestern College	\$ 125,000
Sweetwater Union High School District	\$ 100,000
Total Revenue	\$ 225,000

Expenditures

Internal Service Charges	\$ 250,000
MediFit Management Fee	\$ 60,000
MediFit Operating Costs	\$ 317,000
Total Expenses	\$ 627,000

<i>Net Cost to the City</i>	<i>\$ 402,000</i>
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The current fiscal year budget includes the cost of utilities at \$100,000 for January through June of 2016. An appropriation of \$238,500 would be needed for this fiscal year. The total amount subsidized by the City for FY15-16 would be \$126,000 based on an offset of \$112,500 in revenue from SWC and SUHSD. The FY15-16 appropriation would be covered by a General Fund fund balance where additional revenues would offset the cost to operate the pool. In discussions with the Finance Department, internal service charges for FY15-16 are estimated at \$150,000, and include Facility Maintenance and Information Technology. Facility Maintenance internal service charges include the cost of utilities.

During the FY16-17 budget development process staff would include the above revenue (\$225,000) and expenditures (\$627,000) as part of the proposed budget. This is projected to have a net cost to the City of \$402,000.

Recreational Programming

City residents, SWC and SUHSD each use approximately one third of programmable pool time. Although exact times have not been determined here is the proposed schedule:

- Winter/spring season (January-May): 4.5 hours of open swim and learn to swim classes on both Saturdays and Sundays and a one hour group exercise class offered 4 days a week in the morning.
- Summer (June-early August): 4.5 hours of open swim and learn to swim classes Monday through Sunday and a one hour group exercise class offered 3 days a week in the morning.

- Fall/winter season (late August-December): schedule the same as the winter/spring season.

Capital Investment

On August 18, 2015 City Council established the appropriation of \$189,525.66 from the YMCA to a corresponding expenditure account for Las Palmas Park improvements. The payment received from the YMCA represents the remaining balance of a \$250,000 deposit provided to the YMCA by the City to be spent on deferred maintenance at Las Palmas Pool and Camacho Recreation Center.

In order to open the pool in January 2016, capital and recreation equipment would need to be purchased by the City for safety, lifeguards, group exercise classes, lap swim, recreational swim, learn-to-swim classes and water polo. The approximate amount is \$80,000 and items would need to be purchased prior to opening and would be funded from the appropriation of \$189,525.66 which is currently budgeted in Capital Expenses. Of the \$80,000 about \$16,000 is for recreation equipment and a transfer to Maintenance and Operations would be needed. The additional appropriated funds would be used for deferred maintenance and to enhance the facility for users. This would include minor electrical, painting and refurbishing of existing equipment. Beyond the 18 months of the proposed Operating Agreement, there will be capital requirements that will be determined from the needs assessment for the Las Palmas facilities.

Long-Range Feasibility Study & Needs Assessment

Beginning in July 2017, SWC and SUHSD would no longer rent the pool as the new facility at SWC will be completed. As part of the Operating Agreement, MediFit would conduct a market analysis and feasibility study to determine the long-range strategy for pool operations. MediFit would complete this work by January 2017 so long-range strategies could be determined during the FY 2017-2018 budget process.

Operating Agreement Deal Points

Term: Begins when the agreement has been executed and ends July 2017 with the option to extend two additional one year terms upon mutual agreement.

Reporting: Quarterly reports to the City denoting program participant numbers, total participant numbers, events and programs coordinated, total joint use time, budget, next year operating plan and fee schedule and any other pertinent statistics.

Utilities: City responsible for providing and paying for all utilities or services necessary for operations, including but not limited to gas, water, electricity, trash, sewer charges, internet and telephone.

Repair & Maintenance: City responsible for all repair and maintenance including pool chemicals, facility maintenance, landscape maintenance and janitorial.

City Residents: City and MediFit will agree to special benefits and programs for National City residents.

Programs and Fees: MediFit shall provide a-learn-to-swim program at affordable resident rates approved by the City. Open swim and other programs will be provided based on community need and viability.

Fees and Payments: City will collect revenue from rental groups. City will pay MediFit a management fee of \$5,000 per month and monthly operating costs not to exceed \$525,000 during the term of the agreement.

Staff Recommendation

Seeking concurrence to complete the Operating Agreement with MediFit so staff may return with an Operating Agreement and appropriation request for City Council approval on October 6, 2015. Staff intends to move forward unless City Council has concerns regarding the budget and Operating Agreement deal points.

The following page(s) contain the backup material for Agenda Item: Report on Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046) and authorization for staff to oppose the proposed marine re

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. 1

ITEM TITLE:

Report on Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046) and authorization for staff to oppose the proposed marine related industrial overlay as part of the project described in the revised NOP. (CMO)

PREPARED BY: Brad Raulston

DEPARTMENT: City Manager's Office

PHONE: 336-4256

APPROVED BY: 

EXPLANATION:

On August 19, 2015, the San Diego Unified Port District (District) issued a Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment. The project applicant is Pasha Automotive Services.

The proposed project would expand Pasha operations to include the former Marine Terminal Tank Farm (6.8 acres) and the former Weyerhaeuser Lumber Company site (6.14 acres); the closure of portions of Quay Avenue, 28th Street, and 32nd Street for Pasha operations; a Port Master Plan Amendment to remove the streets from the Port Master Plan; the renewal of short-term use permits for Pasha operations; a Port Master Plan Amendment to incorporate Port-owned uplands properties (B-1 and B-2 Parcels) into the PMP; and the creation of a "marine related industrial" overlay that would be applied to two parcels to allow continued Pasha operations. The scope of the project is nearly 65 acres.

At the request of the City, the Port extended the NOP deadline for comments by one week to September 28, 2015.

Background report attached.

FINANCIAL STATEMENT: Not Applicable

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This activity is not a project as defined in Section 15378 of the California Code of Regulations; therefore, no further action is required under the California Environmental Quality Act.

ORDINANCE: **INTRODUCTION:** ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

1. Oppose the proposed marine related industrial overlay as part of the project described in the revised NOP;
2. Resubmit revised NOP comments; and
3. Work with the Port District to incorporate land use changes that are consistent with the Balanced Plan.

BOARD / COMMISSION RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

1. Background report.
2. Revised NOP.

Attachment 1

Background Report

On August 19, 2015, the San Diego Unified Port District (District) issued a Revised Notice of Preparation (NOP) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046). The project applicant is Pasha Automotive Services.

The original project proposal to expand Pasha operations included the paving of the former National City Marine Terminal (NCMT) Tank Farm (6.8 acres), closure of portions of Quay Avenue and 28th Street, a Port Master Plan Amendment (PMPA) to remove the streets from the Port Master Plan, and the potential renewal of short-term use permits (i.e., Tideland Use and Occupancy Permits and Tideland Use Permits) in the vicinity of the NCMT.

The revised project proposal has added the closure of a portion of 32nd Street; a Port Master Plan Amendment (PMPA) to remove the street from the Port Master Plan; a Port Master Plan Amendment to incorporate District-owned uplands properties (B-1 and B-2 Parcels) into the PMP; a potential new real estate agreement to add the former Weyerhaeuser Lumber Company site (6.14 acres) to Pasha operations; and a “marine related industrial” overlay is to be added to two parcels. The revised project proposal has expanded the scope of the project site from 57 acres to nearly 65 acres.

Staff is concerned with the proposal to create a “marine related industrial” overlay that would be applied to two parcels—one (Lot J) is currently designated Commercial Recreation in the PMP and the other (Lot K/B-1 parcel) is proposed to be designated Commercial Recreation. As described in the revised NOP, the overlay would allow the current use of both parcels for Pasha operations for an indefinite and potentially long-term duration. Current operations on Lot J are inconsistent with the underlying Commercial Recreation designation, and current operations on Lot K/B-1 would become inconsistent with the proposed Commercial Recreation designation.

It should be noted that currently there are no provisions in the PMP for land use “overlays.” Furthermore, overlays typically apply in conjunction with the regulations of the underlying land use or zone designation and supplement those regulations. The proposed use of the “marine related industrial” overlay would be inconsistent with and counter to the existing and proposed underlying Commercial Recreation land use designations, effectively establishing a new and potentially long-term land use designation for the parcels without regard to the underlying land use designation.

In addition, the proposed overlay would be inconsistent with the National City Bayfront Marina District Vision Plan, prepared jointly by the District and City. The Board of Port Commissioners and the City Council directed staff to implement the recommended commercial designation on the B-1 Parcel. The proposed overlay would not be consistent with this direction.

As the Port and City move forward with the proposed Balanced Plan, any proposed land use changes should be considered in conjunction with the development of the plan. The Balanced Plan is a comprehensive plan for the Marina District and Tidelands. The Planning Area includes land parcels that have been part of several proposals and studies over the past decade. The plan attempts to create the “win-win-win” between the Port District, the City of National City, and Port Tenants by balancing the increase of industrial uses with commercial and public uses and including mitigation for environmental impacts and public enhancements for National City.

****SCOPING PERIOD EXTENDED****



REVISED NOTICE OF PREPARATION DRAFT ENVIRONMENTAL IMPACT REPORT and NOTICE OF PUBLIC SCOPING MEETING for the NATIONAL CITY MARINE TERMINAL TANK FARM PAVING AND STREET CLOSURES PROJECT & PORT MASTER PLAN AMENDMENT

Notice is hereby given that the San Diego Unified Port District (SDUPD), as lead agency under the California Environmental Quality Act (CEQA), has prepared a Revised Notice of Preparation (NOP) of a Draft Environmental Impact Report (EIR) for the "National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment" and the scoping period has been extended by one (1) week to Monday, September 28, 2015 at 5:00 pm.

Project Title: National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH# 2014121046)

Project Applicant: Pasha Automotive Services

Project Location: National City, CA 91950 (south of Bay Marina Dr, and west of Tidelands Ave)

Description: The Project includes: (1) paving of the former National City Marine Terminal (NCMT) Tank Farm; (2) closure of portions of Quay Ave and 28th St; (3) a Port Master Plan Amendment (PMPA) to remove the streets from the Port Master Plan; and (4) potential renewal of four short-term use permits. The proposed tank farm and street closure site encompass approx. 9.7 acres, and the four short-term use permit sites are divided between four areas in National City that comprise approx. 47.3 acres. The Project was recently revised to also include the closure of a portion of 32nd St (approx. 1.51 acres), and a potential new real estate agreement on the former Weyerhaeuser Lumber Company leasehold (approx. 6.14 acres). The PMPA will also incorporate District-owned uplands properties and apply a maritime industrial overlay to a portion of those uplands properties. Combined, the overall Project site covers approx. 64.64 acres. The Project will provide additional space for marine terminal operations.

Environmental Considerations: The Draft EIR will address the following potential project-related and cumulative environmental effects of the proposed project: air quality, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, noise, transportation and traffic (including parking), and other potential impacts identified during the NOP process. The EIR will also address feasible mitigation measures and a reasonable range of alternatives, as well as the additional mandatory sections required by CEQA.

Availability of the NOP: The complete Revised NOP is available for public review at the SDUPD Office of the District Clerk, 3165 Pacific Hwy, San Diego, CA 92101 and online at www.portofsandiego.org/environment/ceqa-coastal-act-notices.html. A copy of the NOP can also be obtained by contacting the SDUPD Environmental & Land Use Management (ELUM) Department at (619) 686-6283.

Public Comments on the NOP: The scoping period for the Revised NOP, which was released for public comment on August 20, has been extended by one week and will now end at 5:00 pm on Monday, September 28, 2015. Comments regarding the scope and content of the environmental information that should be included in the EIR and other environmental concerns should be mailed to: San Diego Unified Port District, ELUM Department, 3165 Pacific Hwy, San Diego, CA 92101, or emailed to abuzaiti@portofsandiego.org.

Public Scoping Meeting: A public scoping meeting open house to solicit comments on the scope and content of the EIR for the Proposed Project will be held on **Wednesday, Sept 9 from 5:00 p.m. to 7:00 p.m.** at the SDUPD Admin Building Training Room, 3165 Pacific Hwy, San Diego, CA 92101.



San Diego Unified Port District
P.O. Box 120488
San Diego, California 92112-0488
(619) 686-6283

REVISED NOTICE OF PREPARATION
of a
DRAFT ENVIRONMENTAL IMPACT REPORT

PROJECT TITLE: NATIONAL CITY MARINE TERMINAL TANK FARM PAVING AND STREET CLOSURES PROJECT & PORT MASTER PLAN AMENDMENT (UPD #EIR-2014-188; SCH# 2014121046)

APPLICANT: Pasha Automotive Services

LOCATION: National City, California (see Figure 1)

REFERENCE: California Code of Regulations, Title 14, Sections 15082(a), 15103, 15375.

The San Diego Unified Port District (District) will be the Lead Agency in preparing an Environmental Impact Report (EIR) for the project (proposed project or project) identified above. The District is soliciting input and feedback from various agencies, stakeholders, and the public pertaining to the scope and content of the environmental information that will be included in the EIR. For certain agencies, this may be germane to statutory responsibilities in connection with the proposed project. An agency may need to use the proposed project's EIR when considering its permit or other approval for the project. The Project description, location, and possible environmental effects of the proposed project are contained in the attached materials.

Due to the time limits mandated by state law, your comments must be sent at the earliest possible date but no later than 30 days after receiving this notice. **Comments regarding environmental concerns will be accepted until 5:00 p.m. on Monday, September 21, 2015,** and should be mailed to: San Diego Unified Port District, Environmental & Land Use Management Department, 3165 Pacific Highway, San Diego, CA 92101 or emailed to: abuzaiti@portofsandiego.org.

A public scoping meeting open house regarding the proposed EIR will be held on Wednesday, September 9 from 5:00 p.m. to 7:00 p.m. at the San Diego Unified Port District Administration Building, Training Room, 3165 Pacific Hwy, San Diego, CA 92101.

For questions on this Notice of Preparation, please contact Anna Buzaitis, Senior Redevelopment Planner, at 619-686-6283.

Signature: Jason H. Giffen
Jason H. Giffen
Director, Environmental & Land Use Management

Date: 8/19/2015

The following page(s) contain the backup material for Agenda Item: Report on Marina District/Tidelands Planning Area and seeking conceptual approval by the City Council for The Balanced Plan with mitigation and enhancements for National City. (CMO)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Report on Marina District/Tidelands Planning Area and seeking conceptual approval by the City Council for the Balanced Plan with mitigation and enhancements for National City (CMO)

PREPARED BY: Brad Raulston

DEPARTMENT: CMO

PHONE: Ext. 4256

APPROVED BY: 

EXPLANATION:

The City and Port District have been working together to develop a comprehensive plan for the National City Marina District and Tidelands. The Marina District/Tidelands Planning Area includes land parcels that have been part of several proposals and studies over the past decade. The conceptual plans attached as Exhibit A, and titled "Balanced Plan with Mitigation and Enhancements for National City", illustrate the existing land use designations and the proposed changes. The table and graph attached as Exhibit B calculates the sub-area acreage for existing land use designations, as defined by the Port Master Plan, and the proposed changed land uses resulting from a new rail spur and the partial closure of Tidelands Ave. The Balanced Plan attempts to create the "win-win-win" between the Port District, City of National City, and Tenants by balancing the increase of industrial uses with commercial and public uses and including mitigation for environmental impacts and public enhancements for National City.

The Port District is scheduled to host a special meeting on September 23 to focus on National City issues. Port staff will be requesting direction from the Board of Port Commissioners on the Balanced Plan. City staff is recommending that the City Council take action to support the Balanced Plan and demonstrate that support at the Port District's special meeting.

FINANCIAL STATEMENT:

APPROVED: N/A **Finance**

ACCOUNT NO. |

APPROVED: N/A **MIS**

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends the City Council take minute action to support the Balanced Plan with Mitigation and Enhancements for National City.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Background report
 - a. Exhibit A – Balanced Plan Existing and Proposed Diagrams
 - b. Exhibit B – Table and Graph with Sub-area Acreages

Report on Marina District/Tidelands Planning Area and seeking conceptual approval by the City Council for The Balanced Plan with mitigation and enhancements for National City.

The City of National City and Port District have been working together to develop a comprehensive plan for the National City Marina District and Tidelands. The Marina District/Tidelands Planning Area includes land parcels that have been part of several proposals and studies over the past decade. The conceptual plans attached as Exhibit A, and titled “Balanced Plan with Mitigation and Enhancements for National City”, illustrate the existing land use designations and the proposed changes. The table and graph attached as Exhibit B calculates the sub-area acreage for existing land use designations, as defined by the Port Master Plan, and the proposed changed land uses resulting from a new rail spur and the partial closure of Tidelands Ave. The Balanced Plan attempts to create the “win-win-win” between the Port District, City of National City, and Tenants by balancing the increase of industrial uses with commercial and public uses and including mitigation for environmental impacts and public enhancements for National City.

The Port District is scheduled to host a special meeting on September 23 to focus on National City issues. Port staff will be requesting direction from the Board of Port Commissioners on the Balanced Plan. City staff is recommending that the City Council take action to support the Balanced Plan and demonstrate that support at the Port District’s special meeting.

Existing Uses and Designations

The existing conditions are shown in the diagram labeled “Existing Uses and Designations” attached as page 1 of Exhibit A and tabulated in Exhibit B. The Marina District/Tidelands Planning Area is divided into four land use designations: Commercial Recreation, Marine Industrial, Open Space/Public Park, and Public Streets. These land use designations are taken from the Port Master Plan and differ slightly from the terminology in City land use plans. The table and graph attached as Exhibit B breakout the acreage based on sub-area and land use designation. The table distinguishes between sub-areas, or districts, that are under the land use jurisdiction of the City and the Port District. The City has land use jurisdiction for parcels outside the Tidelands and within the Harbor District Specific Plan. The Port District has jurisdiction for parcels 51-59 that are within Tidelands and property acquired by the Port District that is included in the Port Master Plan.

The Port Master Plan was adopted by the Port District in 1980 and certified by the California Coastal Commission in 1981. It has been amended many times since adoption and most significantly for National City in 1994 for the development of the Pier 32 Marina. Concurrently, the City adopted the Harbor District Specific Plan which establishes land use designations and guidelines for the B-1,2,3 parcels. The

Harbor District Specific Plan specifies Tourist Commercial designations in areas B-1,2,3 but are reflected on the diagram as Commercial Recreation.

The Port District has recently issued a Notice of Preparation (NOP) per CEQA for the Tank Farm Proposal submitted by Pasha. Staff is concerned with the proposal to create a “marine related industrial” overlay that would be applied to two parcels—one (Lot J/Sub-area 58) is currently designated Commercial Recreation in the PMP and the other (Lot K/B-1 parcel) is proposed to be designated Commercial Recreation. As described in the revised NOP, the overlay would allow the current use of both parcels for Pasha operations for an indefinite and potentially long-term duration. Current operations on Lot J are inconsistent with the underlying Commercial Recreation designation, and current operations on Lot K/B-1 would become inconsistent with the proposed Commercial Recreation designation. As the Port and City move forward with the proposed Balanced Plan, any proposed land use overlays and/or changes should be considered in conjunction with the development of the plan.

Changed Land Uses and Designations from Proposed Rail Spur and Tidelands Avenue Closure

The Balance Plan with Mitigation and Enhancements for National City is illustrated in page 2 of Exhibit A. The proposed rail spur and Tidelands Ave. closure create changed uses that are enumerated with hatched areas labeled 1-8. Change 1 converts an estimated 1.67 acres from Commercial Recreation to Marine Industrial in the area within the B2 lot that is north of the proposed rail spur. Change 2 maintains the Marine Industrial designation but makes the area available to the public for uses such as training for industrial jobs or viewing/interaction with industrial uses. Change 3 is the approximate 1 acre expansion of Pepper Park through the conversion of Marine Industrial area. Change 4 converts 4.26 acres of Marine Industrial to Commercial Recreation to the south of the proposed rail spur. Change 5 is converting 22.3 acres of public streets into Marine Industrial area. Change 6 and 7 are creating a street and noise buffer along the proposed rail spur. Change 8 is creating a transition zone for trucks and parking between 19th St. and Bay Marina Dr along tidelands. This transition zone can be used for staging truck and improving parking for the terminal and surrounding uses. Certain site features such as the existing and proposed Bayshore Bikeway are included in the diagram and will be explained in more detail in the Mitigation and Enhancements section of this report.

Mitigation and Enhancements

The staff recommendation to support the Balanced Plan assumes the Port District will agree to fund associated mitigation measures and public enhancements. Mitigation measures are typically defined through an EIR and required by CEQA laws. Certain mitigation measures for the Balanced Plan may not be defined by CEQA, but can be included as conditions of the discretionary approvals, such as

memorandums of understanding between the City and Port District. Examples of mitigation measures and public enhancements are as follows:

- Bayshore Bikeway interim and permanent improvements
- Tidelands/Civic Center/Harbor Drive intersection mitigation
- Noise/Landscape buffers for proposed rail spur
- Quiet Zone Intersection Improvements at rail crossings
- Transition zone for trucks and parking
- Signage improvements
- Granger Music Hall relocation
- New bandshell and other Pepper Park enhancements

Mitigation measures and public enhancements will be further defined through CEQA process and other mutual agreements.

Financing Plan

The Balanced Plan will create new incremental revenues to the Port District from industrial and commercial tenants. The Port District has agreed conceptually to use those incremental revenues and other sources to develop a financing plan that will fund the mitigation measures and public enhancements. This financing plan will need to be included in the conceptual plans at an early stage so all parties are confident that the entire plan will be implemented.

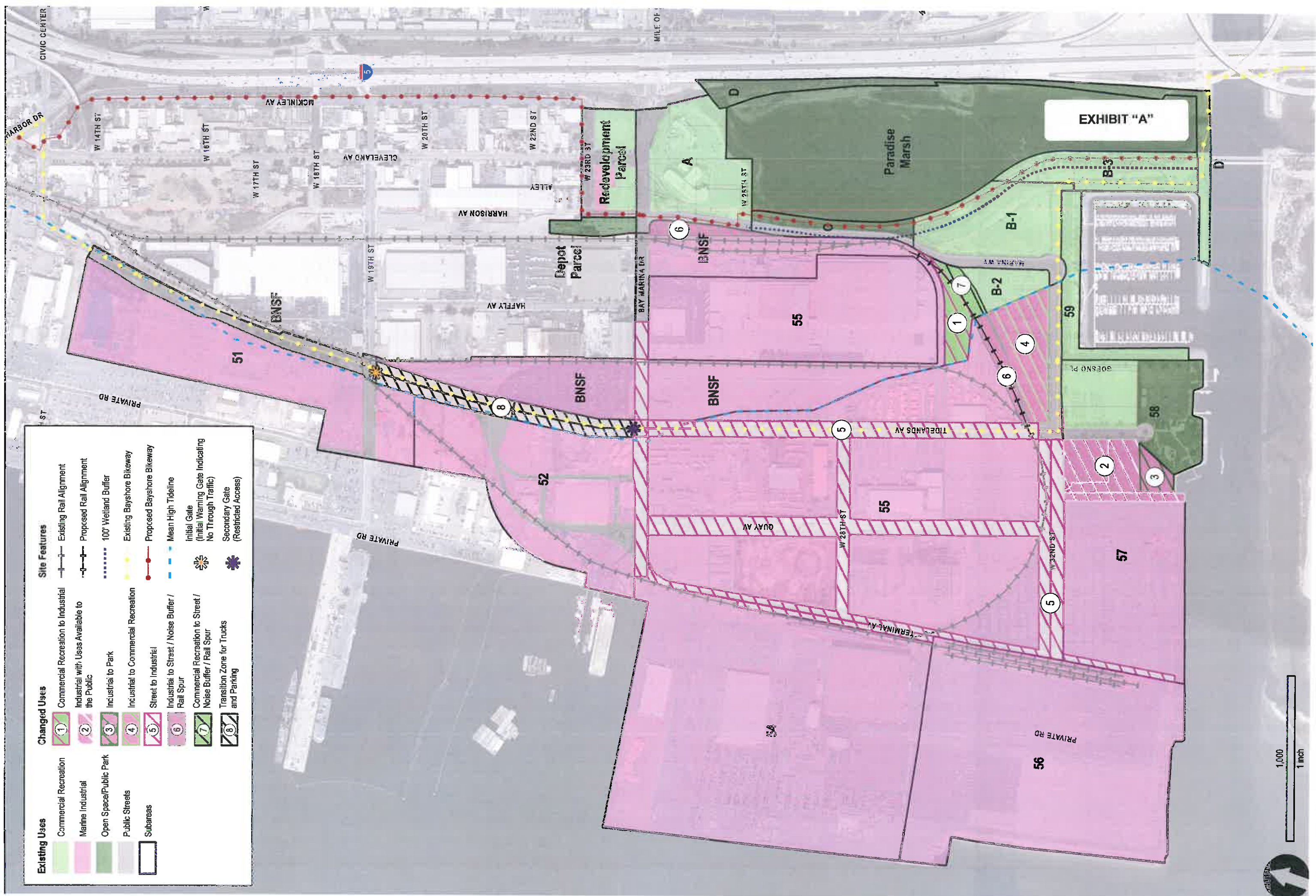
Recommendation

Staff recommends the City Council take minute action to support the Balanced Plan with Mitigation and Enhancements for National City.

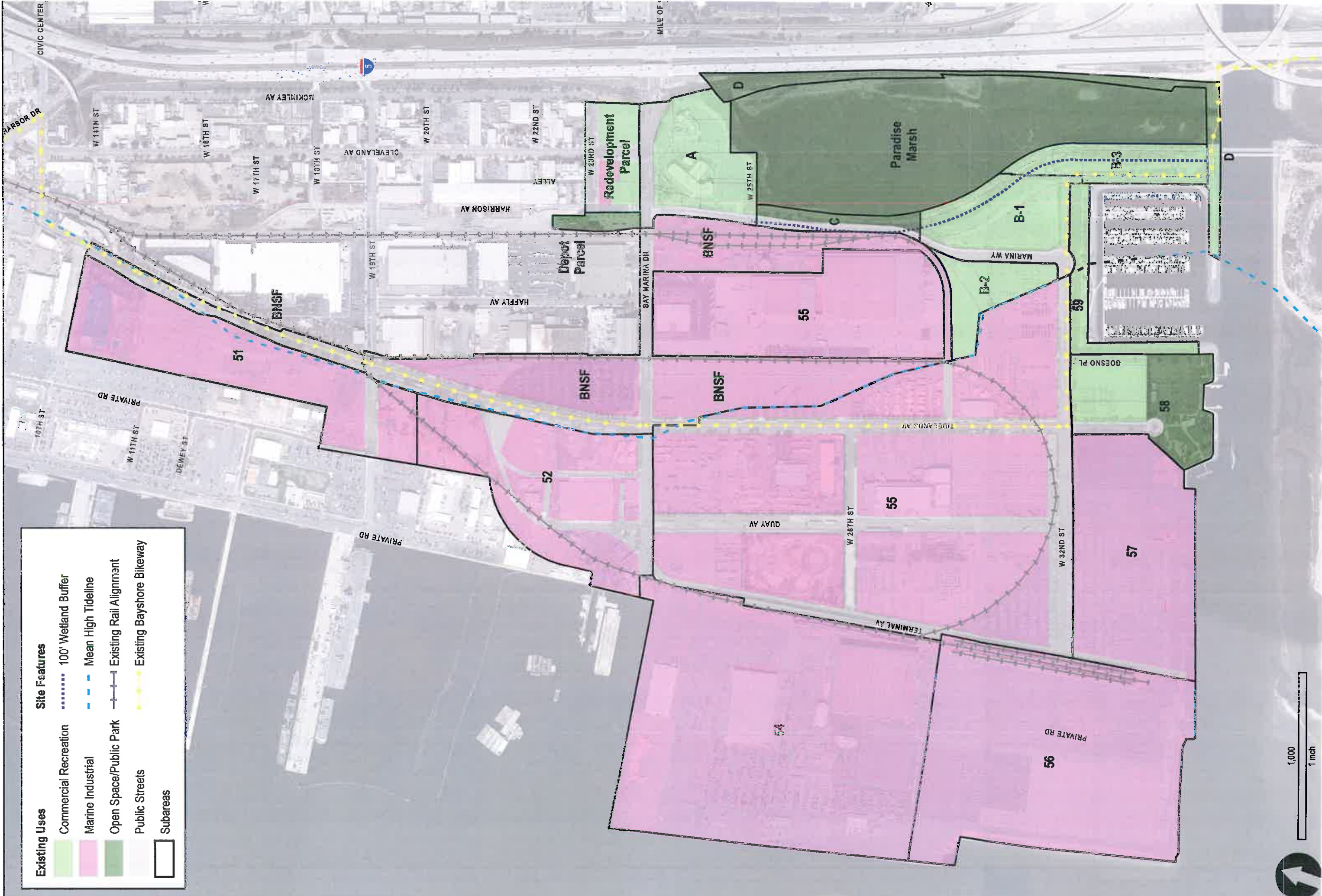
Next Steps

If directed to by the Board of Port Commissioners, the Port District staff will hire a professional design team refine conceptual plans and prepare for CEQA process. It would be City staff's recommendation to include a financial consultant on the team that can consider financing options for mitigation measures and public enhancements. Concurrently, both the City and Port should assign a legal advisor to negotiate agreements beginning with a Memorandum of Understanding between the City, Port, and benefitting tenants such as Pasha and GB Capital.

• **BALANCED PLAN WITH MITIGATION AND ENHANCEMENTS FOR NATIONAL CITY • DRAFT SEPT 1, 2015 •**
CHANGED USES AND DESIGNATIONS RESULTING FROM RAIL SPUR AND TIDELANDS AVE CLOSURE



• BALANCED PLAN WITH MITIGATION AND ENHANCEMENTS FOR NATIONAL CITY • DRAFT SEPT 1, 2015 •
EXISTING USES AND DESIGNATIONS

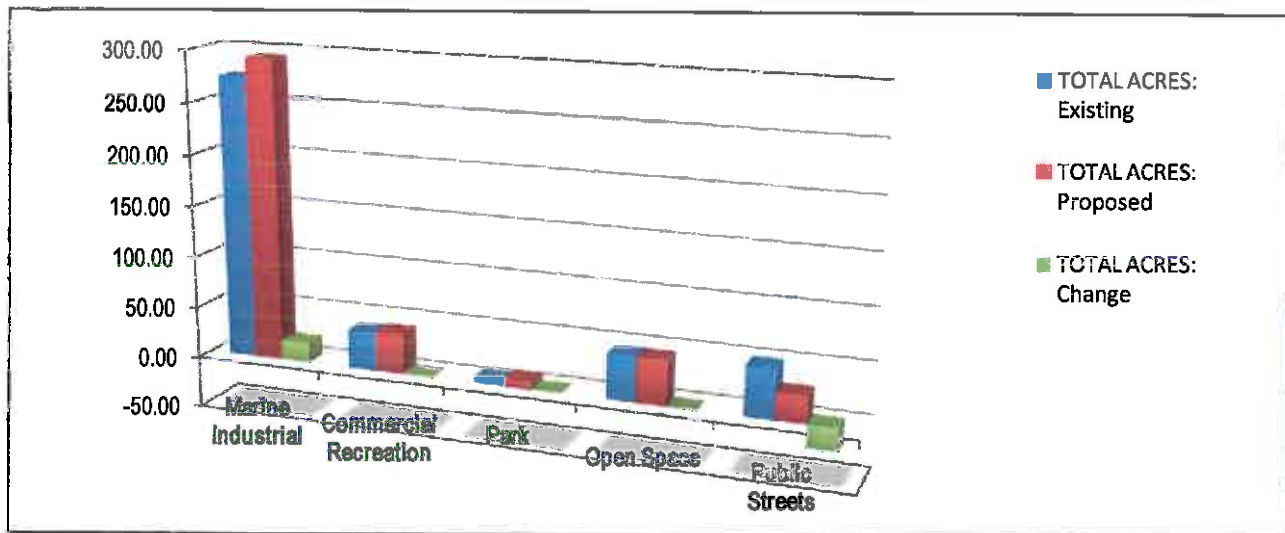


CITY OF NATIONAL CITY • MARINA DISTRICT CONCEPTUAL PLANS • DRAFT JULY 30 2015

COMPARISON OF EXISTING AND PROPOSED USES AND DESIGNATIONS		LAND USE (EXCLUDES ALL WATER USES)											
		Marine Industrial		Commercial Recreation		Park		Open Space		Public Streets		Totals*	
Area	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	
PORT DISTRICT SUB-AREAS													
51	19.56	19.56							2.90	2.90	22.5	22.5	
52	18.10	19.72							4.59	2.96	22.7	22.7	
54	58.20	58.20									58.2	58.2	
55	86.50	102.19	0.00	4.26					23.14	3.18	109.6	109.6	
56	42.38	42.38	0.00	0.00							42.4	42.4	
57	22.10	21.76	0.00	0.00		0.98			0.63		22.7	22.7	
58			4.32	4.32	5.26	5.26			0.90	0.90	10.5	10.5	
59			3.63	3.63							3.6	3.6	
Total	246.8	263.8	8.0	12.2	5.3	6.2			32.2	9.9	292.2	292.2	
Port District Sub-Totals:	% change	6.88%	% change	53.50%	% change	18.57%	% change	NA	% change	-69.07%	% change	0.00%	

NATIONAL CITY DISTRICTS													
A				8.24	8.24					2.40	2.40	10.6	10.6
B-1				7.80	7.80					1.73	1.73	9.5	9.5
B-2			1.67	4.59	2.07					0.85		4.6	4.6
B-3				5.75	5.75							5.8	5.8
C				0.00	0.00			1.61	1.61	1.10	1.10	2.7	2.7
D				1.10	1.10			4.61	4.61			5.7	5.7
Depot Parcel				0.00	0.00	1.20	1.20					1.2	1.2
Redevelopment Parcel	0.60	0.60		2.32	2.32					2.02	2.02	4.9	4.9
BNSF railyards	27.19	27.79		0.00	0.00					8.73	8.13	35.9	35.9
Paradise Marsh				0.00	0.00			37.78	37.78			37.8	37.8
Total		27.8	30.1	29.8	27.3	1.2	1.2	44.0	44.0	16.0	16.2	118.8	118.8
National City Sub-Totals:		% change	8.16%	% change	-8.45%	% change	NA	% change	0.00%	% change	1.57%	% change	100.00%

Grand Total		274.6	293.9	37.8	39.5	6.5	7.4	44.0	44.0	48.1	26.2	411.0	411.0
		% change	7.01%	% change	4.61%	% change	15.12%	% change	0.00%	% change	-45.62%	% change	100.00%



The following page(s) contain the backup material for Agenda Item: Report seeking direction on consideration of cablecasting of City of National City, City Council meetings, other City of National City public meetings, and public service messages. (MIS)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

Report seeking direction on consideration of cablecasting of City of National City, City Council meetings, other City of National City public meetings, and public service messages.

PREPARED BY: Ron Williams

DEPARTMENT: MIS

PHONE: 336-4373

APPROVED BY: 

EXPLANATION:

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact at this time.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, is not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Staff Report



City Council Staff Report

September 15, 2015

ITEM

Staff Report: Report seeking direction on consideration of cablecasting of City of National City, City Council meetings, other City of National City public meetings and public service messages.

BACKGROUND

Consistent with the City Council's strategic objective to expand public access to City services and information, organization wide staff actively seeks to identify and implement measures that will enhance our ability to provide members of the public with access to timely information in an efficient and cost effective manner. Specifically related to City Council meetings these efforts include: the placement of a hard copy of the City Council agenda on the City's public noticing board at City Hall; the availability of a public hard copy binder of the City Council agenda and all available back up materials; and the posting of the City Council agenda and all available back up materials on the City's website. This pre-meeting dissemination of information is made available no less than 72 hours in advance of a regular noticed meeting. The actual City Council meetings are live streamed on the internet (webcast) with access available from desktop computers, laptops, tablets and smart phones. Afterward, video recordings of the meetings and meeting minutes are archived and available on the City's website. Information related to Planning Commission and Oversight Board to the Successor Agency meetings is disseminated in this same manner.

At the request of members of the City Council through the City Manager, staff has recently began a review of cablecasting as another means of providing access to information. This report provides an update on staff's research in this regard and seeks formal direction on whether or not to pursue this additional mode of information dissemination.

DISCUSSION

Cablecasting is the use of cable broadcasting channels. As required by the Digital Infrastructure and Video Competition Act of 2006 (DIVCA), all state video franchise holders (cable providers) are required to designate at least three public, educational, and governmental (PEG) access channels for non-commercial programming, including the transmission of a meeting or proceeding of any local, state, or federal governmental entity. PEG channels are carried on the provider's basic service tier to ensure that all subscribers have access to PEG programming. In order to view a cablecast, individuals must have access to a television, computer or mobile

device (i.e. laptop, tablet or smart phone) that subscribes to cable television broadcasting. Cox Communication is the cable television provider for National City households and businesses. According to the most recent data available through SANDAG, there are 15,787 housing units in National City. There are approximately 3,000 are current Cox Cable subscribers in National City in total (households and businesses combined). As such, cablecasting would reach less than 19% of National City households. A count of residential subscribers, only was not available.

In terms of technology and its ability to enhance communication, cablecasting as a medium was developed and has been available longer than webcasting. Webcasting, a medium currently used by the City of National City is a next generation platform with the ability to reach a broader audience at a lower cost¹. County-wide, fifteen (15) of the eighteen (18) local cities cablecast; and fourteen (14) webcast. Thirteen cities both cablecast and webcast. Those that cablecast did so prior to the ability to webcast. Because cablecasting was already in place its use was continued alongside webcasting. However, cablecasting is not the current industry standard. A table of cablecasting and webcasting by city can be found in Attachment 1.

Should the City of National City choose to broadcast programming on a PEG access channel, there are two options for doing so:

1. Establish a full-time National City PEG feed. An active PEG channel must provide at least eight (8) hours of programming per day. The City would either have to dedicate a staff position in whole or in part to programming 56 hours of air time each week. This can be accomplished through the live and repeat broadcasting of City Council and Planning Commission meetings. New, informational programming such as introductions to the various services provided by the City can also be created and programmed.

The cost of maintaining a full-time feed is \$14,400 annually plus a one-time fee of \$2,500 in the first year for a total first year cost of \$16,900.

2. Use the County's PEG feed. As an alternative to maintaining full-time local programming, National City could choose to switch in the County's PEG programming. In doing so, the feed would switch to National City during meetings to be broadcast and switch back to County programming at the conclusion thus eliminating the need for more extensive local programming.

The cost of using the County's PEG feed is the same \$14,400 annually plus a one-time fee of \$4,000 for a total first year cost of \$18,400.

The City of National City does not currently have the infrastructure in terms of equipment and staffing necessary for cablecasting.

¹ The annual cost of webcasting is \$17,000.

- **Equipment** – the council chambers is currently equipped with one camera that can be controlled by the City Clerk during City Council meetings. It is recommended that three high definition cameras be installed should the City decide to cablecast. The estimated cost for the purchase of the equipment is \$60,087: cameras and switching equipment \$52,587; construction \$7,500.
- **Personnel (Programming)** – Should the City determine to establish a full-time PEG feed, staff would have to be identified and dedicated to managing this function. Required staff time is estimated to be equal to a half-time position (0.5 full-time equivalent). The cost of staffing is estimated to be \$43,900, annually.
- **Personnel (Video Production)** – The City of National does not have the internal expertise to manage the production of a cable broadcast. Production staff is needed to run the “control room” during the meetings. Third party video production services are estimated at \$500 per meeting or \$24,000 per year. The estimated annual cost assumes the production of all City Council and Planning Commission meetings at two meetings each per month. Assuming the City Council continuation of a summer one month legislative recess and the suspension of one meeting in December due to the labor negotiated closure, the estimated cost includes up to three City Council workshops. The Oversight Board was not included in the estimate given that, by law it will phase out in June, 2016. Should a PEG program be established prior to the phase out, Oversight Board meetings could be added at an additional cost of \$500 per meeting.

The total first year cost is estimated at \$102,487 to \$144,887, with an annual recurring cost of \$38,400 to \$82,300². All of these costs, with the exception of the estimated \$43,900 in staff costs can be paid for through the initiation of a PEG fee. DIVCA allows local agencies to charge a fee of up to one percent (1%) of the revenues derived from the operation of the cable provider’s network to provide cable service within the jurisdiction. This fee is passed on to local cable subscribers. Based on the estimated number of local subscribers, the annual PEG fee is estimated to be \$95,000. The fee per subscriber is estimated at \$2.64 per month.

	Option 1 (Full-time National City Feed)	Option 2 (County Feed)
One-time Fee	\$2,500	\$4,000
Annual Fee	\$14,400	\$14,400
Equipment	\$60,087	\$60,087
Video Production	\$24,000	\$24,000
Additional Staff	\$43,900	N/A
Total First Year	\$144,887	\$102,487

² The \$82,300 is inclusive of the cost of a half-time position associated with a full-time City of National City feed.

RECOMMENDATION

It is staff's recommendation that the City not pursue cablecasting. As discussed above, cablecasting will reach less than 19% of the households in National City. The cost of cablecasting would have to be supported by the General Fund in full or through a combination of General Fund (staff costs) and a PEG fee passed through to Cox Cable subscribers (cable feed, equipment, maintenance, and production costs). Further, cablecasting is not the current industry standard for communication.

However, staff recognizes that there is a percentage of the National City population that would like to follow City Council meetings, but may not have the ability to attend in person or access to a computer. Therefore should the Council desire to proceed with cablecasting, staff recommends, in the alternative directing staff to move forward with Option 2 utilizing the County feed at a cost of \$102,487 in the first year, with an ongoing cost of \$38,400 per year thereafter.

If direction is for Option 2, staff seeks further direction regarding funding. The funding options are 1) to absorb the costs in General Fund; 2) establish a one percent (1%) PEG fee to collect sufficient funds to pay for program implementation (i.e. the purchase and installation of equipment, and PEG fee charges) prior to execution.

Additional direction/input: should the City Council desire public input, a survey has been drafted for this purpose (attached).

ATTACHMENTS

1. Cablecast/Webcast PEG Survey, San Diego County
2. National City Resident Survey (Draft)



Cablecast Survey San Diego County

City	Cablecast	Webcast	PEG Fee	Comment
Carlsbad	√	√	√	
Chula Vista	√	√	√	
Coronado	√	√	√	
Del Mar	√	√	√	
El Cajon	√		√	
Encinitas	√	√	√	
Escondido	√	√	√	
Imperial Beach	√	√	√	
La Mesa	√		√	
Lemon Grove				Audio only
National City		√		
Oceanside	√	√	√	Recording only (no live streaming)
Poway	√	√	√	
San Diego	√	√	√	
San Marcos	√	√	√	
Santee				Audio only
Solana Beach	√	√	√	
Vista	√	√	√	Recording only (no live streaming)



Cable Casting Survey

National City residents, please help us better serve you by answering the following questions.

1. Are you a National City Resident?
Yes
No
2. To which television service provider do you currently subscribe?
Cox Cable
Satellite (Dish, DIRECTV, etc.)
I do not have a television service
Other (please specify)
3. Are you aware that City Council meetings are available to watch on the internet?
Yes
No
4. Have you watched a City Council meeting on the internet?
Yes
No
5. Would you watch National City City Council meetings on cable television if this service was available?
Yes
No
6. Which method would you prefer to watch City Council Meetings?
Television
Internet

7. In the last 12 months, please indicate which events you have attended (check all that are applicable).

City Council Meeting

City Board & Commission Meetings

Community Workshops

None of the above

Other (please specify)

8. What is your age group?

19 or under

20-29

30-39

40-49

50-59

60-69

70 or older

9. Please rank your preferred methods of receiving National City updates in order of preference.

National City Website

Facebook

Twitter

Television Broadcast

National City Email Newsletter

Neighborhood Councils

Thank you for taking the time to complete this survey and help us better understand the needs of the community. Please feel free to contact us if you have any questions.

The following page(s) contain the backup material for Agenda Item: City Council Review of League of California Cities 2015 Annual Conference Resolutions. (City Manager)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2015

AGENDA ITEM NO. |

ITEM TITLE:

City Council Review of League of California Cities 2015 Annual Conference Resolutions

PREPARED BY: Leslie Deese, City Manager

DEPARTMENT: City Manager

PHONE: 619-336-4240

APPROVED BY: 

EXPLANATION:

See attached report.

FINANCIAL STATEMENT:

ACCOUNT NO. |

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

City Council consider the League's resolutions and determine the City's position so that our voting delegates can represent the City's position during the League conference from September 30-October 2 in San Jose, California.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Staff Report
League of California Cities 2015 Annual Conference Resolutions Packet

Staff Report: City Council Review of League of California Cities 2015 Annual Conference Resolutions

This year's League of California Cities Annual Conference will be held September 30-October 2 in San Jose. Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities and the League is through the League's eight standing policy committee and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

On August 4, 2015, the City Council voted to appoint Mayor Morrison as the voting delegate and Councilmember Rios as alternate to represent National City at the 2015 League Annual Business Meeting. The meeting will be held at 12:00 p.m. on Friday, October 2, at the San Jose Convention Center.

At the Annual Conference, the League will consider four resolutions, the details of which are provided in the attached information packet. Also provided for the City Council's information are staff's comments on the proposed resolutions, as they relate to National City:

- 1) Resolution relating to League Bylaws, amendments regarding succession of League Offices to fill vacancies. This resolution seeks to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. It would allow for the League bylaws to be amended, allowing the Immediate Past President to fill an unexpected vacancy in the office of president for the remainder of the vacating President's term. Changes to league bylaws require a 2/3 vote of the General Assembly.

Staff Comments: None

- 2) Resolution of the League of California Cities calling for legislation to preserve therapeutic environments for group homes to avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. This Resolution calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Staff Comments: This Resolution appears to limit proliferation of the uses, something that is always good.

- 3) Resolution of the League of California Cities supporting SB 593 (McGuire) and continued local flexibility for cities as they address neighborhood and fiscal impacts of temporary rentals of residential units. This Resolution seeks to highlight and increase support for SB 593, which is pending in the Legislature. SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

Staff Comments: National City has not had a problem with temporary rentals of residential units.

- 4) Resolution calling upon the Governor and the Legislature to work with the League of California Cities to enact legislature or to otherwise compel Southern California Edison to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances.

Staff Comments: None

The League encourages city councils to consider the resolutions and determine a city position so their voting delegate(s) can represent its position during the conference, and / or provide a report back to Council on action taken by the League on the resolutions. If there is any particular direction that the Council would like to provide, direction tonight would be appropriate.

Some Councils just allow their voting delegates to "vote your conscience" since the measures tend to get modified during the policy committee process. Others like to provide specific direction to vote for or against a particular resolution. There is no requirement that the Council discuss or take action on each issue.



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Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

RECEIVED

AUG 30 2015

CITY OF NATIONAL CITY
CITY MANAGER'S OFFICE

August 17, 2015

TO: Mayors, City Managers and City Clerks
League Board of Directors

RE: Annual Conference Resolutions Packet
Notice of League Annual Meeting

Enclosed please find the 2015 Annual Conference Resolutions Packet.

Annual Conference in San Jose. This year's League Annual Conference will be held September 30 – October 2 in San Jose. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac. We look forward to welcoming city officials to the conference.

Closing Luncheon/General Assembly - Friday, October 2, 12:00 p.m. The League's General Assembly Meeting will be held at the San Jose Convention Center.

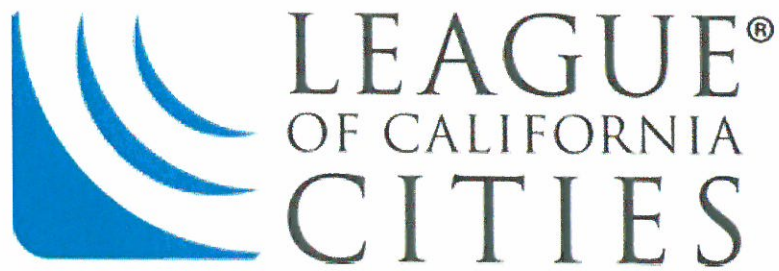
Resolutions Packet. At the Annual Conference, the League will consider four resolutions introduced by the deadline, Saturday, August 1, 2015, midnight. These resolutions are included in this packet. Resolutions submitted to the General Assembly must be concurred in by five cities or by city officials from at least five or more cities. These letters of concurrence are included with this packet. We request that you distribute this packet to your city council.

We encourage each city council to consider these resolutions and to determine a city position so that your voting delegate can represent your city's position on each resolution. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

The resolutions packet contains additional information related to consideration of the resolution at the Annual Conference. This includes the date, time and location of the meetings at which the resolution will be considered.

Voting Delegates. Each city council is encouraged to designate a voting delegate and two alternates to represent their city at the General Assembly Meeting. A letter asking city councils to designate their voting delegate and two alternates has already been sent to each city. If your city has not yet appointed a voting delegate, please contact Meg Desmond at (916) 658-8224 or email: mdesmond@cacities.org.

**Please Bring This Packet to the Annual Conference
September 30 – October 2, San Jose**



*Annual Conference
Resolutions Packet*

2015 Annual Conference Resolutions



San Jose

September 30 – October 2

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, four resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Four policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Administrative Services; Environmental Quality; Housing, Community and Economic Development; and Revenue and Taxation. These committees will meet on Wednesday, September 30, 2015, at the Hilton San Jose. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 1, at the San Jose Convention Center, to consider the reports of the four policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 2, at the San Jose Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 1. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, September 30
Hilton San Jose
300 Almaden Boulevard, San Jose

9:00 a.m. – 10:30 a.m.: Environmental Quality
Housing, Community & Economic Development

10:30 a.m. – Noon: Administrative Services
Revenue and Taxation

General Resolutions Committee

Thursday, October 1, 1:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose

Annual Business Meeting and General Assembly Luncheon

Friday, October 2, 12:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation
to General Resolutions Committee
2 - General Resolutions Committee
3 - General Assembly

ADMINISTRATIVE SERVICES POLICY COMMITTEE

		1	2	3
1	League Bylaw Amendment			

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
4	Compensation for Prolonged Electrical Power Outages			

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

		1	2	3
2	Overconcentration of Alcohol & Drug Treatment Facilities			
3	Residential Rentals, Support for SB 593 (McGuire)			

REVENUE AND TAXATION POLICY COMMITTEE

		1	2	3
3	Residential Rentals, Support for SB 593 (McGuire)			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

2015 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS REGARDING SUCCESSION OF LEAGUE OFFICES TO FILL VACANCIES

Source: League Board of Directors

Referred to: Administrative Services Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, the League of California Cities® is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the League's Board of Directors periodically reviews the League's bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, on two occasions in recent years when vacancies arose in office of President of the Board of Directors after disappointing reelection results, the vacancy was filled in accordance with the League Bylaws by the First Vice President becoming President at the next Board meeting. This left a vacancy in the office of First Vice President that was filled by the Board by advancing the Second Vice President. This required recruiting a new Second Vice President that the Board chose, as provided in the Bylaws, from the ranks of the Board itself; and

WHEREAS, in September 2014 the Board chose a new Second Vice President as usual and also a new First Vice President who had not previously served as Second Vice President because the prior Second Vice President was elected to county office and was no longer eligible. When the President was not reelected in November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President; and

WHEREAS, the Board of Directors believe this confluence of events twice in recent years demonstrates a weakness in the succession of League offices required by the League Bylaws because the accelerated advancement of officers in the event of a vacancy in the office of President may deprive the junior officers and the League of adequate time to serve and develop expertise and relationships in the offices of Second and First Vice President; and

WHEREAS, it is the unanimous recommendation of the League Board that the League membership amend article VIII, section 4, of the League bylaws to allow the Immediate Past President to fill an unexpected vacancy in the office of President for the unexpired term if the Immediate Past President agrees. If not, the current succession process would occur; and now, therefore, be it,

RESOLVED, by the General Assembly of the League of California Cities assembled in Annual Conference in San Jose, October 2, 2015, that article VIII, section 4 of the League bylaws be amended to read as follows:

Article VIII: Officers

Section 1: Identity.

The officers of the League are a President, a First Vice-President, a Second Vice-President/Treasurer, an Immediate Past President, and an Executive Director.

Section 2: Duties of League Officers.

- (a) **President.** The President presides at all League Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the League Board.
- (b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the League Board.
- (c) **Second Vice-President/Treasurer.** The Second Vice-President/Treasurer carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/Treasurer has such other powers and duties as may be prescribed by these bylaws or the League Board.

Section 3: Election.

The League Board elects the League's President, First Vice-President and Second Vice-President for terms of one year. The election occurs at the League Board's meeting at the Annual Conference.

Section 4: Vacancies.

A vacancy in the office of President is filled ~~at the next meeting of the League Board~~ by the *Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the* succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/Treasurer, is filled for the un-expired term by appointment *by the League Board* of a member of the League Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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Background Information on Resolution No. 1

Source: League Board of Directors

Background:

In 2010 and again recently in 2014 the city official elected League President at the Annual Conference in September was not returned to office by the voters of their city. This development triggered a series of steps laid out in the order of succession in the League Bylaws that mandates that the First Vice President advance to the office of President at the next Board meeting and that the Board fill the vacancy in the office of First Vice President for the remainder of the term.

When the Board filled the League offices in September 2014, the Second Vice President could not advance to First Vice President since she had been elected to the office of county supervisor and was ineligible to serve. Consequently the Board selected two directors to fill both the offices of First Vice President and Second Vice President. Neither had previously served as a League officer.

When the vacancy in the office of President occurred after the November general election, the First Vice President advanced to the office of President after having served only two months as a League officer in contrast to the normal advancement process of twenty-four months. The Second Vice President was advanced to the office of First Vice President after having served only two months as a League officer. The Board also chose a new Second Vice President.

At the February, 2015 meeting of the League Board of Directors, the Executive Committee recommended unanimously an amendment to the order of succession in Art. VIII, Sec. 4 of the League Bylaws. The proposed amendment would allow the most experienced member of the Executive Committee, the Immediate Past President, to fill out the remainder of the term of office of a President who leaves the office before its term is completed if the Immediate Past President is willing and able to do so. This arrangement would allow the First Vice President to continue serving and to advance to the office of President on the schedule envisioned by the League Bylaws. If the Immediate Past President were unable or unwilling to serve, the existing order of succession would occur.

////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Alicia Lewis
Committee: Administrative Services Policy Committee

Summary:

This resolution seeks to streamline the succession process when filling a vacancy for the office of President of the Board of Directors. It would allow for the League bylaws to be amended, allowing the Immediate Past President to fill an unexpected vacancy in the office of President for the remainder of the vacating President's term. Changes to League bylaws require a 2/3 vote of the General Assembly.

Background:

The past few years have yielded several occasions where the succession line for Board of Directors leadership was disrupted due to disappointing election results and officers taking office outside of city government.

In September 2014 the Board chose a new First and Second Vice President. The First Vice President had not previously served as Second Vice President because the prior member was elected to county office and therefore no longer eligible. When the President was not reelected in the November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President. This transition far outpaced the normal process for advancing as an officer on the Board of Directors.

Fiscal Impact:

This impact of this resolution would have no fiscal impact.

Comments:

The nature of this resolution is to ensure that there is a smooth succession process in place and that current Vice-Presidents (First and Second) have ample time to prepare for their role as President. By

allowing the Immediate Past President to finish out the term of a vacated presidency the Board would ensure there is minimal disruption to the workflow and goals of the association.

**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT
POLICY COMMITTEE**

**2. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR
LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES
AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE
RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Artesia; Duarte; La Canada Flintridge; Lakewood; Lomita; and Pico Rivera. City Officials: Los Angeles Council Member Mitchell Englander

Referred to: Housing, Community and Economic Development Policy Committee

Recommendation to General Resolutions Committee:

WHEREAS, residential group home facilities provide valuable rehabilitation and support services for those who live in them, which benefits the greater society; and

WHEREAS, state departments license these facilities through several state agencies, and operators are required to meet various state statutory requirements; and

WHEREAS, in addition to residents, these facilities often include live-in managers and other staff, who provide a variety of services to residents which may include meals, workshops, training, counseling and other services. These uses and services may also require frequent deliveries to be made to the facility, shuttle van service provided to residents, and additional automobile traffic due to shift changes, visiting hours, and other activities. Collectively, these uses often generate more noise and activity than expected from a traditional single-family home; and

WHEREAS, the overconcentration of residential group homes changes the character of neighborhoods as they become centers for the delivery of various services. This environment not only creates a disruption to long-time residents, it can also diminish the quality of the residential treatment experience for group home residents as the neighborhood assumes a more institutional setting; and

WHEREAS, the State and local governments operate in partnership regarding the location of these residential care facilities in residential neighborhoods in order to carry out the policy of the State to prevent overconcentration of such facilities in these neighborhoods; and

WHEREAS, the state has adopted a 300 foot separation requirement between facilities licensed by the Department of Social Services,¹ but these siting standards have not been extended to apply to facilities licensed by other state agencies such as the Department of Health Care Services or other licensed or unlicensed facilities; and

WHEREAS, it is the policy of the State that each county and city permit and encourage development of sufficient numbers and types of alcoholism or drug abuse recovery or treatment facilities as are commensurate with local need;² and

¹ Health & Safety Code Section 1520.5

² Health & Safety Code Section 11834.20

WHEREAS, the California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law;³ and

WHEREAS, the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability;⁴ and

WHEREAS, there is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities; and

WHEREAS, many community concerns could be addressed if State agencies communicated and collaborated more with local governments; and

WHEREAS, the League of California Cities is committed to working in partnership with the Legislature and Administration to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations established by State and federal law.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to address the following issues:

1. Explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.
2. Avoid the creation of institutional settings when multiple facilities are concentrated in a single location, while also reducing noise, congestion and other concerns often raised by residents in residential neighborhoods.
3. Determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

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Background Information on Resolution No. 2

Source: City of Malibu

Background:

State law preempts local zoning regulation for licensed drug and alcohol treatment facilities. State and federal anti-discrimination laws require cities to treat facilities that function as single housekeeping units the same as any other “family.” In many areas of the state, these facilities are impacting residential neighborhoods because their concentration in certain neighborhoods tends to change the character of the area from a residential neighborhood to more like a hospital and institutional zone in terms of the land use impacts.

In order to avoid overconcentration in residential neighborhoods, most state-licensed group homes are required by state law to meet certain distancing requirements from other licensed group homes. Alcohol

³ Government Code 12955(l)

⁴ 42 U.S.C. Section 12134

and drug programs are treated differently under state law in this respect and no distancing requirements apply. In fact, the state licensing agency does not impose any restrictions on the number of facilities in the vicinity of one another and have been allowing licensees to obtain two licenses on one lot and to operate integrated multi-structure facilities under the guise of multiple single-family residential licenses. Similarly, state law currently requires private foster family agencies operating in residential zones to be organized and operated on a nonprofit basis, while drug and alcohol programs and sober living homes are permitted to operate as a for-profit business in residential zones. The addiction recovery industry has become big business. There are now thousands of treatment facilities and sober living homes in California and the number is rapidly increasing.

State policy sought integration of group homes into residential neighborhoods, not disintegration of the residential character of the neighborhoods. A course correction is required to advance state policy. Through zoning authority, cities can preserve the very neighborhoods that the community-care model depends on to provide the therapeutic environment of a residential neighborhood. Distancing requirements both respond to the biggest concern of local government (over concentration that impairs neighborhood character) and advances state policy. In addition, limiting the zoning preemption to non-profit programs will also assist in preserving the integrity of residential neighborhoods.

////////

League of California Cities Staff Analysis on Resolution No. 2

Staff: Dan Carrigg
Committee: Housing, Community and Economic Development

Summary:

This Resolution calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Background:

The City of Malibu is sponsoring this resolution as a way of highlighting an issue that continues to create zoning and land use problems in single-family neighborhoods. While this is not a new issue for the League and its cities, and the League has existing policy in this area, the sponsors view the passage of this resolution as helpful in restarting conversations with the Legislature and the Governor's Administration that can hopefully lead to productive solutions.

HCED Committee member and Malibu Council Member Lou La Monte raised this issue at the Committee's June meeting, where he presented a resolution that had recently been adopted by the California Contract Cities Association on May 15. The Committee encouraged him to work with League staff in his effort to draft a measure to be presented at the League's annual conference. League staff worked with Mr. La Monte in this regard, mostly in helping ensure that the various "whereas clauses" appropriately reflect the important legal rights of patients and obligations of public entities that Legislators will expect to be balanced in any solutions to local land use issues.

Resolved Clauses from Recent CCCA Resolution:

***NOW THEREFORE**, the Members of the California Contract Cities Association hereby re-affirms its commitment to cooperation among units of government that serve the people of California and urges the*

California state legislature to enact legislation that empowers local government to preserve the residential character of neighborhoods necessary to effect state policy regarding group homes as follows:

- 1. Amend the state law to provide the same distancing and notice requirements for ADP facilities as it does for Community Care Act facilities;*
- 2. Enact legislation providing standards that prevent overconcentration of unlicensed sober living homes to maintain residential character of neighborhoods which has therapeutic benefit for the occupants; and*
- 3. Restrict the zoning preemption for licensed ADP facilities to those owned and operated by non-profit organizations.*

Fiscal Impact:

Minor, if any.

Comment:

- 1) The League has significant existing policy in this area. In the past the League has had internal task forces and sponsored and supported various legislative proposals.
- 2) Making significant progress in this area has been difficult in the Capitol. Federal and state fair housing and anti-discrimination laws and various court decisions have bearing on local authority in this area. Patient advocacy groups and sympathetic legislators have been suspicious of any solutions that they see as limiting patient access. Thus, any effort to develop solutions to address local land use concerns must also remain sensitive to these issues and the perspective of legislators that sit on committees with jurisdiction in these areas.

Existing League Policy:

Related to this Resolution, existing policy provides:

- The League supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building and safety standards. State and county licensing agencies should be required to confer with the city's planning agency in determining whether to grant a license to a community care facility. The League recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.
- The League supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. The League supports notification of cities about conditional release participants residing in group homes.

**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT
AND REVENUE & TAXATION POLICY COMMITTEES**

**3. A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593
(MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS
NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF
RESIDENTIAL UNITS**

Source: City of West Hollywood

Concurrence of five or more cities/city officials: Cities of Healdsburg, Mammoth Lakes, Napa, Piedmont, Santa Cruz, Santa Monica, Sonoma

Referred to: Housing, Community & Economic Development; Revenue & Taxation Policy Committees

Recommendation to General Resolutions Committee:

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use is a developing part of the sharing economy; and

WHEREAS, while these rentals provide additional options to the traveling public, and income to affected property owners or tenants, it is also important that such rentals comply with local laws, regulations and ordinances; and

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use can present numerous challenges to neighborhoods and adjacent property owners and create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows; and

WHEREAS, where temporary rental of residential units for tourist or transient use is allowed in conformance with local laws, regulations and ordinances, the applicable transient occupancy tax (TOT) should also be collected. The temporary rental of residential units for tourist or transient use is in direct competition with hotels, motels and other accommodations where guests pay the local TOT, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor; and

WHEREAS, the Thriving Communities and Sharing Economy Act, introduced as SB 593 by Senator Mike McGuire (D-2, Healdsburg), prohibits the operators of transient residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law within the applicable city or county that opts into its provisions, and requires the confidential quarterly reporting to the city or county of the following information (if the City or County adopts an ordinance requiring the reporting of the data):

1. The address of each residential unit that was occupied for tourist or transient use during the quarterly period.
2. The total number of nights the residential unit was occupied for tourist or transient use.
3. The amounts paid for the occupancy of the residential unit for tourist or transient use.

WHEREAS, the provisions of SB 593 bolster existing local authority to enforce local ordinances and collect revenue associated with the temporary rental of residential units by allowing local agencies access to the data necessary to enforce their ordinances and requiring short-term rental hosting platforms to collect local TOT and remit it to the appropriate jurisdiction if short-term rentals are allowed in that jurisdiction; and

WHEREAS, the provisions of SB 593 provide a helpful regulatory framework that cities and counties may choose in lieu of exercising their existing authority; and

WHEREAS, the League of California Cities supports SB 593 because it recognizes and preserves local flexibility to address the temporary rental of residential units in the manner that best fits with the unique issues and conditions found in each local jurisdiction; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals; and

WHEREAS, despite any existing challenges faced by cities in regulating or collecting revenue from the temporary rental of residential units, cities would oppose any effort to undermine their existing local authority to regulate land use or collect local TOT revenue.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, as follows:

1. Land use regulation and local tax collection are best overseen and implemented locally.
2. While temporary rental of residential units can offer innovative opportunities for travelers and property owners within the developing sharing economy, cities must retain flexibility to address any problems raised by such uses in a manner that reflects the unique issues and conditions in their communities.
3. Cities have existing legal authority and tools to regulate and collect revenue from the temporary rental of residential units, and SB 593 provides the data and framework that supports and bolsters such local efforts.
4. The League encourages cities to support SB 593.

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Background Information on Resolution No. 3

Source: City of West Hollywood

Background:

The sharing economy has quickly become common place in the everyday life of many individuals, whether they participate in ride-sharing, have rented a short-term residential unit, or live in a community where either is prevalent. The sharing economy has provided benefits to many, but also includes many issues that must be addressed in order to allow these sharing practices to effectively incorporate into our communities. Specifically, the short-term rental of residential units has grown exponentially within the last several years throughout the State, and its impacts need to be addressed.

Presently, many cities and counties prohibit the renting of residences for less than 30 days. However, these prohibitions are frequently ignored by Online Vacation Rental Businesses (“OVRBs”), causing unwanted burdens on cities while reducing TOT collection from sanctioned hotels. The short-term rental of residential properties presents numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows. The rentals facilitated by OVRB’s in these cities and counties go against the expressed wishes of the residents.

For the cities and counties that do allow short-term residential rentals, most require hosts to register and that transient occupancy taxes be paid. However, registration and payment of TOT in these cities and counties are based on the owners of the short terms residential units voluntarily reporting their rental activity. However, there has been a severe under-registration of hosts and underpayment of TOT. Only 10% of hosts in San Francisco have followed the city ordinance to register. Sonoma County has had to spend in excess of \$200,000 in an attempt to track down those rentals that are not paying the required TOT under the ordinance. And Los Angeles is currently experiencing a rental housing shortage due in part to the recent popularity of OVRBs.

Cities and counties have been unable to obtain this information due to the fact that OVRB's pass their responsibility to individual homeowners. This lack of oversight and enforcement presents a gap in accountability, and as a result, local laws and regulations are not being followed.

Sen. Mike McGuire's Thriving Communities and Sharing Economy Act (SB 593) will provide local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; or conversely, the data necessary to help cities enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals, if those rental are not allowed.

Specifically, SB 593 would: 1) Prohibit the operators of short-term residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law, within the applicable city that opts into the bill's provisions; 2) Require short-term rental housing platforms to collect and remit applicable transient occupancy tax (if short-term rentals are allowed in the city and the collection of TOT is required by the city); and 3) Require the confidential quarterly reporting of the address of each residential unit that was occupied for tourist or transient use during the quarterly period, the total number of nights the residential unit was occupied for tourist or transient use, and the amounts paid for the occupancy of the residential unit for tourist or transient use.

The premise of SB 593 is simple: reinforce local laws already on the books. Where vacation rentals are legal, the bill will assist local jurisdictions in their regulation and collection of Transient Occupancy Taxes, (TOT) as more than 430 cities and 56 counties impose a TOT. Where vacation rentals are illegal by local ordinance, the bill will prohibit online vacation rental businesses from making a rental.

The Thriving Communities and Sharing Economies Act will empower local control, provide desperately needed funding for parks, local roads, fire and police services, and promote safe neighborhoods. SB 593 will require online vacation rental businesses to disclose information to cities and counties and/or collect and disperse Transient Occupancy Tax dollars – projected to be in the hundreds of millions of dollars statewide.

The emerging short term rental industry is an important segment of the state economic fabric and an issue of statewide importance. SB 593 would assist in facilitating a shared economy that will be beneficial to California's cities and their residents.

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League of California Cities Staff Analysis on Resolution No. 3

Staff: Dan Carrigg
Committees: Housing, Community & Economic Development; Revenue & Taxation

Summary:

This Resolution seeks to highlight and increase support for SB 593 (McGuire), which is pending in the Legislature. SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

Background:

The City of West Hollywood and other cities are sponsoring the resolution in an effort to expand awareness of the issue among cities and encourage additional support for SB 593. They view the

legislation as helpful in bolstering local efforts to appropriately regulate a growing vacation rental industry.

The author introduced SB 593 based upon his past experience as both former Mayor of Healdsburg and a Sonoma County Supervisor. These areas are popular with tourists, and the affected communities are facing increasing land use and revenue collection issues. SB 593 is currently on the Senate Floor and is considered a “two-year bill,” meaning that it cannot move until January 2016.

In addition to the League, SB 593 has a broad range of support:

Support: American Federation of State, County, and Municipal Employees, AFL-CIO; American Hotel and Lodging Association; Asian American Hotel Owners Association; American Insurance Association; Association of California Insurance Companies; Andaz West Hollywood General Manager Lin Schatz; Association for Los Angeles Deputy Sheriffs; City of Big Bear Lake; Borrego Springs Chamber of Commerce & Visitors Bureau; California Apartment Association; California Association of Boutique and Breakfast Inns; California Association of County Treasurers and Tax Collectors; California Apartment Association; California Association of Code Enforcement Officers; California College and University Police Chiefs Association; California Narcotics Officers Association; California Police Chiefs Association; California Hotel and Lodging Association; California Labor Federation; California Professional Firefighters; California State Association of Counties; California Teamsters Public Affairs Council; Contra Cost County Treasurer-Tax Collector Russell Watts; Paul Desterman, Mindy Desterman; El Dorado County Treasurer-Tax Collector C.L. Raffety; Douglas Engmann; Fairmont San Jose General Manager Kelley Cosgrove; Hilton Los Angeles/Universal City General Manager Mark Davis; Hotel Association of Los Angeles; Hotel Council of San Francisco; Humboldt County Convention and Visitors Bureau; International Faith Based Coalition; League of California Cities; Long Beach Firefighter Association; Los Angeles Alliance for a New Economy; Los Angeles Police Protective League; Town of Mammoth Lakes; Marin County Council of Mayors and Councilmembers; Marriot Courtyard in Larkspur General Manager Sam Pahlavan; Denise McNicol; Mendocino County Board of Supervisors; Mendocino County Treasurer-Tax Collector Shari Schapmire; Mono County Board of Supervisors; Ashok Mukherje; National Association of Mutual Insurance Companies; Neighbors for Overnight Oversight; Jenny Oaks; Pacific Association of Domestic Insurance Companies; Riverside Sheriffs Association; Rural County Representatives of California; Sacramento Hotel Association; San Diego County Hotel-Motel Association; San Franciscans for Reasonable Growth; San Luis Obispo County Auditor-Controller-Treasurer-Tax Collector James Erb; San Mateo County Central Labor Council; Santa Cruz County Convention and Visitors Council; Service Employees International Union; ShareBetter San Francisco; Sierra County Auditor-Treasurer-Tax Collector Van Maddox; Siskiyou County Treasurer-Tax Collector Wayne Hammar; Sonoma County Auditor-Controller-Tax Collector David Sundstrom; Sonoma County Board of Supervisors; City of Thousand Oaks; Tulare County Auditor-Controller-Treasurer-Tax Collector Rita Woodard; Tuolumne County Treasurer-Tax Collector Shelley Piech; UNITE-HERE, AFL-CIO; United Firefighter of Los Angeles City, Local #112; Natasha Yankoffski.

Opposition: Airbnb; Consumer Watchdog; Internet Association, TechNet.

Fiscal Impact:

Transient Occupancy Taxes are a significant source of local revenue. Many cities and counties are encountering challenges identifying units in their community that are being used as vacation rentals and collecting associated revenue. Where vacation rentals are permitted by local ordinance, the passage of SB 593 can assist local efforts, thereby increasing local revenues to support local services.

Comment:

- 3) Earlier this year the League’s Housing Community and Economic Development Committee and Revenue and Taxation Committee reviewed an earlier version of SB 593 and initially adopted a

Support, If Amended position, which was concurred with by the League board. The author later incorporated the League's amendments into the bill and the League issued a support letter on the current version of the bill.

- 4) Local governments already have extensive authority to regulate land use and collect local taxes. While vacation rentals may be an increasingly popular option for the traveling public, local ordinances are beginning to adjust. The League supports SB 593 because it is crafted in a way that supports local authority in dealing with this emerging issue. Local agencies can either opt in to its provisions or continue to address issues differently under their existing local authority.

Existing League Policy:

Related to this Resolution, existing policy provides:

HCED Policy: The League believes that local zoning is a primary function of cities and is an essential component of home rule.

Rev. & Tax Policy: Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

4. **RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES TO ENACT LEGISLATION OR TO OTHERWISE COMPEL SOUTHERN CALIFORNIA EDISON TO CREATE A PROGRAM TO AUTOMATICALLY PROVIDE DIRECT COMPENSATION TO ITS CUSTOMERS AFFECTED BY PROLONGED ELECTRICAL POWER OUTAGES UNDER SPECIFIED CIRCUMSTANCES.**

Source: City of Rancho Palos Verdes

Concurrence of five or more cities/city officials: Cities of Hermosa Beach, Lomita, Palos Verdes Estates, Rolling Hills and Rolling Hills Estates

Referred to: Environmental Quality Policy Committee

Recommendations to General Resolutions Committee:

WHEREAS, local governments in California are often reliant upon investor-owned private utility companies for the provision of electrical power to their citizens, businesses and institutions; and,

WHEREAS, the reliability and consistency of electrical supply and transmission is critically important to local governments to ensure the protection of the public safety, health and general welfare of communities; and,

WHEREAS, prolonged disruptions in electrical service can jeopardize the health of citizens who have a variety of physical challenges and rely on a constant source of power for medical devices; the safety of senior citizens who are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and the financial well-being of citizens, businesses and institutions that suffer from the loss of food, medication and other perishable items during prolonged power outages; and,

WHEREAS, Southern California Edison (SCE), an investor-owned utility serving 15 million customers in Southern and Central California, experiences frequent and prolonged service disruptions due to both planned and unplanned outages, equipment failures and weather-related events, which adversely affect local governments within its service area; and,

WHEREAS, SCE has been fined by the California Public Utilities Commission in the past due to prolonged service disruptions, most recently being levied a \$24.5 million penalty as a result of a prolonged outage that resulted from a wind storm in 2011; and,

WHEREAS, although SCE provides a claim process by which its customers may seek compensation for financial losses incurred as a result of prolonged service disruptions, SCE appears to reject most such claims; which places an unreasonable burden upon its customers and creates a false impression that customers will be compensated for their losses; and,

WHEREAS, at least one other investor-owned utility in California, Pacific Gas and Electric (PG&E) in Northern and Central California, has existing programs and procedures in place ("Safety Net" and "Service Guarantee") that automatically and directly compensate its customers when they are affected by prolonged service disruptions, including disruptions due to weather events and other causes, without the need for customers to seek compensation through a claim process; and,

WHEREAS, these PG&E programs provide for "Storm Inconvenience Payments" of \$25 to \$100 for weather-related service disruptions of forty-eight (48) hours or more; as well as \$30 service credits in instances of where the customer's electrical service is not restored within four (4) hours, or the customer is not provided with a time for service restoration within four (4) hours; the customer is without electrical service for twenty-four (24) hours or more in the event of unplanned service disruptions (unless the cause of the disruption is completely beyond the utility's control); and the customer is without electrical service as a result of a planned service interruption where less than seventy-two (72) hours' notice is provided to the customer; and,

WHEREAS, local governments within SCE's service area believe that requiring SCE to implement automatic and direct compensation programs for prolonged service disruptions, similar to those implemented by PG&E, will provide tangible relief to citizens, businesses and institutions that are adversely affected by prolonged outages, and will incentivize SCE to improve the reliability of its equipment and service; and now therefore let it be,

RESOLVED by the General Assembly of the League of California Cities, assembled in San Jose on October 2, 2015, that the League calls for the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances; and let it be,

FURTHER RESOLVED that such program shall be modeled upon PG&E's "Safety Net" and "Service Guarantee" programs, and shall cover weather-related events and planned and unplanned service disruptions.

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Background Information on Resolution No. 4

Source: City of Rancho Palos Verdes

Background:

The City of Rancho Palos Verdes and other cities in the South Bay region of Los Angeles County have longstanding concerns regarding the ineffective process by which Southern California Edison (SCE) addresses residents' claims, and desires to obtain the League's assistance in correcting that process. On the Palos Verdes Peninsula, SCE's aged infrastructure has caused fires and repeated, prolonged power

outages. The prolonged power outages are the focus of this request, because they adversely affect residents in a variety of ways, particularly:

- Residents who have a variety of physical challenges and rely on a constant source of power for medical devices;
- Residents who are senior citizens and are particularly susceptible to injury if power outages persist for a long period of time into the evening hours; and,
- Residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

The California Public Utilities Commission (CPUC) has the authority to impose penalties on utilities, including for prolonged power outages, and did so in connection with an extreme wind event that occurred in the Los Angeles area in 2011. However, the CPUC is not authorized to award claims to residents for prolonged electrical power outages. If a resident has a claim he or she wishes to pursue, the resident must file a claim with SCE, along with documentation of the financial loss that was incurred. If the claim is rejected, the resident then must file a lawsuit against SCE (probably in small claims court). Most residents will not want to spend the time and effort to pursue small claims for monetary damages arising from extended power outages.

SCE only awards claims for damages caused by its own negligence. This means that if an extended power outage is caused by a weather-related event, the claim will be denied. The SCE website also states that it will not cover claims for power surges. Since SCE often moves power from one line to another to enable repairs and maintenance, SCE can be the cause of the power surge, but residents still will not receive compensation for those claims.

Proposed Legislation

The proposed resolution calls upon the Governor and Legislature to enact legislation (or take other action) that will provide rebates in flat amounts to SCE customers for extended power outages under specified conditions. The proposed legislation could be modeled on the "Safety Net" and "Service Guarantee" programs offered by Pacific Gas and Electric (PG&E), another California-based investor-owned utility, which provides specific rebates to its customers based upon the type, cause and duration of service interruptions. These penalties are designed to provide direct compensation to SCE's customers who are adversely affected by prolonged power outages, and to incentivize SCE to restore the power as quickly as possible. They also will eliminate the frustration that SCE's customers experience as a result of SCE's existing claim process.

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League of California Cities Staff Analysis on Resolution No. 4

Staff: Jason Rhine
Committee: Environmental Quality

Summary:

Resolution No. 4 calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

Background:

City of Rancho Palos Verdes asserts that the South Bay region of Los Angeles County has longstanding concern regarding the ineffective process by which SCE addresses residents' claims associated with

prolonged electrical power outages. The City believes that SCE's aged infrastructure has caused fires and repeated, prolonged electrical power outages. Prolonged electrical power outages can adversely affect residents who have physical challenges and rely on a constant source of power for medical devices; residents who are senior citizens and are particularly susceptible to injury if electrical power outages persist for a long period of time into the evening hours; and, residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged electrical power outages.

According to information provided by SCE, SCE has the following customer compensation program:

Service Guarantee Program

SCE shall provide the following four service guarantees to its electric customers and provide a \$30 credit when these service guarantees are not met. Unless otherwise stated below, the four service standards apply only to active service accounts served under the Residential, General Service and Industrial, or Agricultural and Pumping rate schedules.

- **Restoration of Service Within 24 Hours:** SCE will restore electrical service within 24 hours of when SCE first becomes aware of a power outage. The first credit will be applied if the outage exceeds 24 hours. Additional credits will be applied for each succeeding 24-hour period that the customer is without service. Partial credits will not be paid for outage periods less than a full 24-hour increment. *Power outages associated with a moderate, severe, or catastrophic storm condition are exempt from the program.*
- **Missed Appointments:** When an appointment for a field service visit is made with a customer for a specific appointment time, and the customer's presence is required for establishing new service, a billing inquiry, or meter installation, SCE will arrive at the agreed upon appointment within 30 minutes before or after the scheduled time.
- **Notification of Planned Outages:** SCE will provide customers with notification of a planned outage at least three calendar days prior to the event. SCE will notify customers either by US Postal Service mail, by phone, in-person or door-to-door through door hangers, or by e-mail if SCE has the customer's e-mail address on file. If a planned outage is rescheduled to a new date not specified in the original notice to the customer, SCE will provide a new notice at least three calendar days in advance of the rescheduled planned outage.
- **Timely and Accurate First Bill:** SCE will issue an accurate first bill to a new customer of record within 60 days of establishing service. The bill and bill accuracy is defined according to the terms and conditions of SCE's Rule 9 (Rendering and Payment of Bills) and Rule 17 Section A (Adjustment of Bills and Meter Tests Usage) and Section D (Adjustment of Bills for Billing Error). The service guarantee credit process will be initiated once SCE is aware that the first bill was either inaccurate or issued beyond sixty days of establishing service. The first bill for any given customer account is eligible for only one service guarantee credit regardless of whether the bill is late, inaccurate, or both.

According to PG&E's website, PG&E offers the following customer compensation programs:

Compensation for Extended Outages

STORMS MESSAGE: If you are a residential customer and have gone without power for at least 48 hours due to severe storm conditions, you may qualify for a payment under PG&E's Safety Net Program. This program provides for the automatic payment of \$25 - \$100, which is paid about 60 days following the storm outage. In some cases, processing may take 90-120 days (heavy storm season).

Safety Net Program

We understand how inconvenient it is for customers who go without power for 48 hours or longer due to severe events, such as a storm. That is why PG&E created the following:

- PG&E will provide payments to residential customers we determine were without power for more than 48 hours due to a severe storm.
- The payments will range from \$25 up to \$100, depending on the length of the outage.

Eligibility

- The Storm Inconvenience Payment provision of the Safety Net Program applies to residential customers only (rate schedules E-1, E-6, E-7, E-8, E-9, EM, ES, ESR, ET, and EV); customers also may be enrolled in programs such as CARE and medical baseline.
- Businesses, agricultural accounts, multi-family building common areas, streetlights, and all other customers other than residential customers are ineligible for Storm Inconvenience Payments.
- Storm Inconvenience Payments will not be issued to customers in areas where access to PG&E's electric facilities was blocked (mud slides, road closures or other access issues). Also, if customer equipment prevented restoral or extended customer outage (ex. weatherhead, service drop, etc.).
- The outage must have occurred during a major weather-related event that caused significant damage to PG&E's electric distribution system.
- The outage must have lasted more than 48 hours.
- Storm Inconvenience Payments are in increments of \$25 (\$100 maximum per event). Payment levels are based on the length of the customer's outage:
 - 48 to 72 hours \$25
 - 72 to 96 hours \$50
 - 96 to 120 hours \$75
 - 120 hours or more \$100
- Both bundled-service and direct-access residential customers qualify for Storm Inconvenience Payments.
- Storm Inconvenience Payments will be issued to the customer of record.
- A customer with multiple residential services such as a primary residence and a vacation home is eligible for Storm Inconvenience Payments at each location where there was a storm-related outage of more than 48 hours.
- Customers must have an open account (service agreement) in good standing at the time of the outage and at the time payment is issued (generally 45 to 60 days after the event).
- For master-metered accounts such as mobile home parks, the customer of record will receive the Storm Inconvenience Payment for the master meter only.

Service Guarantee Program

Gas and electricity are essential to keep your life running smoothly, safely and efficiently. When your service is interrupted or in need of repair, you expect a reasonable and timely response. To ensure that we provide this to you, PG&E has implemented service guarantees, which spell out our commitment to prompt customer service for our customers:

- **Guarantee 1: Missed Appointments:** PG&E will meet the agreed upon appointment time set with our customer during contact with our Call Center or automatically credit your account \$30.
- **Guarantee 2: Non-Emergency Investigations:** PG&E will investigate non-emergency situations (check meter) and communicate results to a customer within seven days of a customer's request. Check-meter appointments between October 15 and December 15 of each year will be scheduled within 10 workdays. If an off-site meter test is required, PG&E will communicate the results to the customer within 30 days. If access is required to the customer's premises, then an appointment is necessary. Failure to meet the service guarantee will result in a \$30 credit to the customer's account. An automatic credit to the customer's account would apply only if PG&E misses a scheduled appointment date. If

the appointment is scheduled beyond five workdays, the customer must notify PG&E to receive the credit. If PG&E's records show that such scheduling was at the customer's request, the credit does not apply.

- **Guarantee 3: Emergency:** The Emergency Service Guarantee is not currently in effect.
- **Guarantee 4: Complaint Resolution:** PG&E will decide on a course of action to resolve a complaint and communicate it to the customer within three working days. PG&E will communicate the complaints resolution to the customer within 10 working days, or 30 working days when an off-site meter test is required or an on-site home audit is requested. Failure to meet the service guarantee will result in a \$30 credit to the customer's account.
- **Guarantee 5: New Meter Installations:** PG&E will meet the agreed upon date for new service meter installations and service turn-ons or automatically credit your account \$50.
- **Guarantee 6: Electric Service Disruptions:** PG&E will respond to customer calls reporting electric service interruptions within four hours by restoring service; or by informing the customer, upon request, when service restoration is expected; or automatically credit your account \$30.
- **Guarantee 7: Electric Service Restoration:** PG&E will restore electric service within 24 hours, unless the cause is absolutely beyond our control, or we will automatically credit your account \$30 for each 24-hour period you are without service.
- **Guarantee 8: Commencing Bills:** PG&E will issue an accurate commencing bill to a new customer account within 60 days of service initiation, or we will automatically credit your account \$30.
- **Guarantee 9: Planned Interruptions:** PG&E shall provide at least three days' notice of a planned interruption in service. Failure to meet the service guarantee will result in a \$30 credit to the customer's account. This guarantee will require a customer call and PG&E investigation to determine if PG&E's commitment to notify customers 72 hours in advance of planned interruptions was missed. Customers notified of planned service interruptions 72 hours in advance may have their service interrupted on multiple occasions on the date(s).
- **Guarantee 10: Service Termination in Error:** Impacted customers will be eligible for a \$100 credit adjustment if PG&E terminates service in error.

Fiscal Impact:

No Impact on City Funds. Compelling SCE to create automatic direct compensation programs modeled on PG&E's "Safety Net" and "Service Guarantee" programs would have no direct fiscal impact on cities because the "Safety Net" program is limited to residential customers and the "Service Guarantee" program is very similar to SCE's existing program. However, residential customers would receive direct payments in specified circumstances for prolonged electrical power outages.

Comment:

- The City of Rancho Palos Verdes, in sponsoring this resolution, does not believe that SCE has an effective process to address customer damage claims associated with prolonged electrical power outages. According to the resolution, the City of Rancho Palos Verdes would like to compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances. Additionally, the program would be modeled upon PG&E "Safety Net" and "Service Guarantee" programs, and shall cover weather-related events and planned and unplanned service disruptions.
- *What is SCE's process to provide relief to customers that have experienced a prolonged electrical power outage?* As part of SCE's four point service guarantee program, customers experiencing an electrical power outages exceeding 24 hours, may qualify for a \$30 credit under specific conditions. However, prolonged electrical power outages

caused by a moderate, severe, or catastrophic storm condition are exempt from the program.

- *How does PG&E provide relief to customers that have experienced a prolonged electrical power outage?* Like SCE, PG&E has a multi-point service guarantee program that provides customer credits that range from \$30 -\$100 for a wide range of activities. In addition, PG&E has a specific, weather related program, the "Safety Net" program, which provides automatic, direct payment to customers experiencing electrical power outages, in excess of 48 hours.
- *What type of customer compensation program does the Resolution call for?* The Resolution calls for a customer compensation program that expands beyond PG&E's two existing programs. Under the Resolution, the City of Rancho Palos Verdes would like to compel SCE to adopt a program based on PG&E's "Safety Net" and "Service Guarantee" programs, and also cover weather-related events and planned and unplanned service disruptions.
- *Do these programs really provide funds to residential customers?* While the Resolution holds PG&E's programs in high esteem, after hearing from a number of city officials in PG&E's service territory, it seems that there is a great deal of skepticism around the effectiveness and utilization of their residential compensation programs. Is PG&E's program really working as described?
- *What about California's other Investor Owned Utilities (IOU) and municipal utilities?* The Resolution is directed at SCE. However, the committee may want to consider the implications of the Resolution on the other investor owned utilities and municipal utilities.
- *Is legislation the best approach?* The Resolution calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage. Given that the California Public Utilities Commission regulates all of the investor owned utilities, it may be more appropriate to seek a regulatory change rather than a legislative proposal.
- *More information to come.* The Resolution could have broader implications beyond SCE and PG&E. Prior to the Environmental Quality Policy Committee and General Resolutions Committee meeting at Annual Conference, League staff will provide additional background information on the following:
 - Other IOU electrical power outage compensation programs.
 - Municipal utility electrical power outage compensation programs.
 - Role of the California Public Utilities Commission.

Existing League Policy:

In response to the energy crisis of 2001, the League of California Cities established extensive policy and guiding principles related to the electric industry. However, there is no existing policy that pertains to prolonged power outages or compensating customers for damages incurred during a prolonged power outage.

LETTERS OF CONCURRENCE

Resolution No. 2

Overconcentration of Alcohol & Drug Treatment Facilities



"Service Builds Tomorrow's Progress"

THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701

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July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Mayor Pro Tem Victor Manalo, City of Artesia wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victor Manalo', followed by a long horizontal line.

Victor Manalo
Mayor Pro Tem
City of Artesia



City of Duarte

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July 22, 2015

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City Manager
Dannell George

Re: A Resolution of the League of California Cities calling for legislation to preserve therapeutic environments for group homes, and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods

The City of Duarte wishes to support the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods, to be adopted on October 2, 2015, at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning, and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law. The Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods, or the overconcentration of these facilities, as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if State agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting, and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Tzeitel Paras-Caracci
Mayor



City Council
David A. Spence, Mayor
Jonathan C. Curtis, Mayor Pro Tem
Michael T. Davitt
Leonard Pieroni
Terry Walker

July 15, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I am a City Council member of the City of La Cañada Flintridge and wish to express my support of the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. Said resolution is scheduled for consideration on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, I believe the Governor and Legislature should respect individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government.

Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

Michael T. Davitt
Council Member
CCCA Executive Board Member

Ron Piazza
Vice Mayor

Steve Credi
Council Member

CITY OF LAKEWOOD

CALIFORNIA

Jeff Wood
Mayor

Todd Rogers
Council Member

Diane Dallas
Council Member

July 21, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, California 95814

Re: Resolution for Legislation to Preserve Therapeutic Environments for Group Homes
and Avoid Impacts of Overconcentration of Alcohol and Drug Abuse Recovery and
Treatment Facilities in Residential Neighborhoods

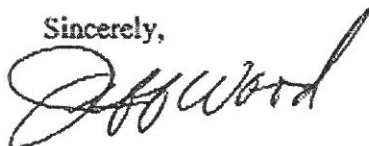
Dear President Aguilar:

The City of Lakewood supports the League of California Cities' resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods. We support that this resolution be adopted at the Annual League of California Cities Conference on October 2, 2015 in San Jose, California.

Lakewood recognizes that residential group home facilities provide valuable services for those who live in them. However, we also recognize that these facilities often generate more noise and activity than expected from a traditional single-family home, and that overconcentration of these homes can change the character of the neighborhoods where they are situated. Overconcentration can occur because state agencies that oversee these homes have different siting standards (facilities licensed by the state Department of Social Services require a 300 foot separation between facilities, but those facilities licensed by other state agencies, such as the Department of Alcohol and Drugs Programs, do not have such a requirement). This resolution will seek to address, via legislation, overconcentration of alcohol and drug treatment prevention facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.

Thank you for your consideration, support and adoption of this important resolution at the League Annual Conference.

Sincerely,



Jeff Wood
Mayor

Lakewood



MITCHELL ENGLANDER

LOS ANGELES CITY COUNCILMEMBER, TWELFTH DISTRICT

July 24, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

**Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR
LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND
AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE
RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS**

Dear President Aguilar,

I, Los Angeles City Councilmember Mitchell Englander, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

MITCHELL ENGLANDER

President Pro Tempore,
Chair, City of Los Angeles Public Safety Committee



CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK



ADMINISTRATION

MICHAEL ROCK
CITY MANAGER

CITY OF LOMITA

July 23, 2015

President Stephany Aguilar
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar:

I, Mayor Henry Sanchez, Jr., City of Lomita, wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law, and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

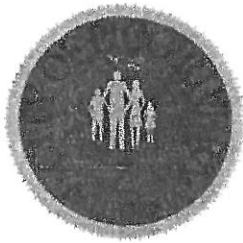
Sincerely,

A handwritten signature in black ink, reading "Henry Sanchez Jr.", is written over a horizontal line.

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kelli Lofing, California Contract Cities Association, kelli@contractcities.org

CITY HALL OFFICES • P.O. BOX 339 • 24300 NARBONNE AVENUE, LOMITA • CALIFORNIA 90717
(310) 325-7110 • FAX (310) 325-4024 • www.lomita.com/cityhall



City of Pico Rivera
OFFICE OF THE CITY COUNCIL

6615 Parsons Boulevard · Pico Rivera, California 90660 · (562) 801-4371
web: www.pico-rivera.org · e-mail: spena@pico-rivera.org

GREGORY SALCIDO
Mayor

July 15, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street Suite 400
Sacramento, CA 95814
Fax: (916) 658-8240

Re: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR
LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP
HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL
AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN
RESIDENTIAL NEIGHBORHOODS

Dear President Aguilar,

I, Gregory Salcido, Mayor of the City of Pico Rivera wish to support the League of California Cities resolution for legislation to preserve therapeutic environments for group homes and avoid impacts of overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods to be adopted on October 2, 2015 at the Annual League of California Cities Conference in San Jose, California.

In the interest of continuing local control, land use and planning and home rule, we believe the Governor and Legislature should respect the individuals' legal rights. The California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability. There is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities.

Stephany Aguilar, President
League of California Cities
Legislation to Preserve Therapeutic Environments
for Group Homes
Page 2

This resolution respectfully points out that community concern could be addressed if state agencies communicated and collaborated more with local government. Thank you in advance for considering, supporting and adopting the resolution at the annual conference on October 2, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory Salcido". The signature is fluid and cursive, with a large initial "G" and a long, sweeping underline that extends to the right.

Gregory Salcido
Mayor

GS:BC:sp

LETTERS OF CONCURRENCE

Resolution No. 3

Residential Rentals, Support for SB 593 (McGuire)



CITY OF HEALDSBURG ADMINISTRATION

401 Grove Street
Healdsburg, CA 95448-4723

Phone: (707) 431-3317
Fax: (707) 431-3321

Visit us at www.ci.healdsburg.ca.us

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)
AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD
AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST
OR TRANSIENT USES

Dear President Aguilar:

The City of Healdsburg supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

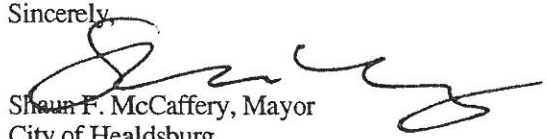
The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Healdsburg believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Healdsburg supports the League's Resolution.

Sincerely,


Shaun F. McCaffery, Mayor
City of Healdsburg

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



Mammoth Lakes Town Council

P.O. Box 1609, Mammoth Lakes, CA, 93546

(760) 934-8989

www.townofmammothlakes.ca.gov

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

**RE: LETTER IN SUPPORT OF A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES
SUPPORTING SB 593 (MCGUIRE)**

Dear President Aguilar:

The Town of Mammoth Lakes supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015. The Town of Mammoth Lakes is a small, rural community in the Eastern Sierra Region of about 8,000 full-time residents. Mammoth Lakes is a tourist destination, servicing hundreds of thousands of visitors each year. We are geographically isolated from populated areas by several hundred miles and are supported by our one primary industry – tourism.

The League's proposed resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, and decrease available housing stock. In Mammoth Lakes, with a limited police force that is not staffed 24-hours a day and a code enforcement staff of one, enforcement of these types of issues can be very challenging.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all transient rentals should be subject to the same tax. The revenues generated support local services, including but not limited to, public safety, snow removal, maintenance of public parks and facilities, road maintenance, and recreation programs, which directly affect local quality of life and the attraction of the community for a visitor.

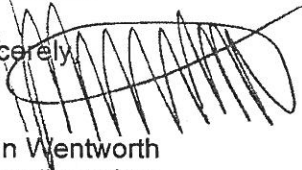
This proposal will make it much easier for communities such as Mammoth Lakes that depend on revenue from TOT to enforce existing rules and regulations and collect TOT as specified in our Municipal Code. Mammoth Lakes relies heavily on TOT collection to operate the Town government; nearly 65% of the Town's operating budget is funded by the collection of TOT.

Collection of TOT is so important to the Town that we have three full-time employees dedicated its enforcement. This includes making sure that people remit their taxes on time, but more importantly it is tracking down violators who are renting their units without an approved permit, renting units in locations where the zoning does not permit it, and/or not remitting their taxes to the Town. Enforcement is made much more difficult by the use of online vacation rental business (OVRB) websites where unit numbers and addresses are typically not listed and often owners do not require the payment of TOT. The data proposed to be collected and provided to us by OVRBs will be of great value as we manage transient rentals in our community.

The Town of Mammoth Lakes believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For all of these reasons, the Town of Mammoth Lakes supports the League California Cities' Resolution.

Sincerely,



John Wentworth
Councilmember
Town of Mammoth Lakes

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



MAYOR AND CITY COUNCIL

July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

**RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE)
AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND
FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR
TRANSIENT USES**

The City of Napa supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

The City of Napa's zoning ordinance defines a "Rental Housing Shortage" as a vacancy rate less than 5%. A vacancy rate of less than 2% is defined as "Severe". We are currently at severe levels. The City's vacancy rates have continued to decline from 4% in 2009 to less than 2% today. Our Housing Element recognizes the issue of rising housing costs in Napa and its impact on the goal of maintaining Napa's quality of life by balancing the availability of housing with other environmental considerations. Maintaining and protecting our housing stock is of utmost importance to the City of Napa.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Napa believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations

regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For the reasons as stated above, the City of Napa supports the proposed Resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Jill Techel". The signature is fluid and cursive, with the first name "Jill" and last name "Techel" clearly distinguishable.

Jill Techel
Mayor
CITY OF NAPA

JT/dr

cc: City of Napa City Councilmembers
Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org
City Manager Mike Parness
Community Development Director Rick Tooker

CITY OF PIEDMONT
CALIFORNIA



July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

The City of Piedmont supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Piedmont believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and

a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

For these reasons, the City of Piedmont supports the Resolution.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Benoit", written in a cursive style.

Paul Benoit
City Administrator
City of Piedmont

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



M A Y O R A N D C I T Y C O U N C I L

809 Center Street, Room 10, Santa Cruz, CA 95060 • (831) 420-5020 • Fax: (831) 420-5011 • citycouncil@cityofsantacruz.com

July 27, 2015

Ms. Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (McGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

Dear President Aguilar:

As Mayor of the City of Santa Cruz, I am writing in support of the proposed resolution related to the Thriving Communities and Sharing Economy Act and concur in the submission of the resolution for consideration by the League of California Cities (LOCC) General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy."

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. Such rental situations may create additional noise, traffic, parking, and privacy and public safety issues; subvert local rent control laws; decrease available housing stock; and, in some cases, turn residential neighborhoods into de facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated Transient Occupancy Tax (TOT) should also be collected. These units are in direct competition with hotels, motels, and other accommodations where guests pay the local TOT, so all such uses should be subject

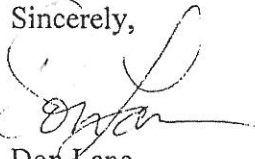
Ms. Stephany Aguilar, President
July 27, 2015
Page 2

to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash collection, park maintenance, and other local public services which directly affect local quality of life and make the community attractive to a visitor.

I believe SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

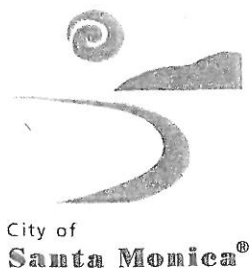
For these reasons, I support the proposed resolution and hope that the LOCC will consider adoption of this resolution at its October conference.

Sincerely,



Don Lane
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org



City of
Santa Monica®

July 24, 2015

Mayor Kevin McKeown
Mayor Pro Tempore Tony Vazquez

Councilmembers
Gleam Davis
Sue Himmelrich
Pam O'Connor
Terry O'Day
Ted Winterer

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES

The City of Santa Monica supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Santa Monica believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

In Santa Monica, a city of just over 90,000 residents, passage of SB 593 in concurrence with our local ordinance, will generate estimated annual revenues of approximately \$138,500 in Transient Occupancy Tax and would return approximately 1,000 units to the housing market.

For these reasons, the City of Santa Monica supports the City's Resolution.

Sincerely,

Kevin McKeown
Mayor

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

City of Sonoma

No. 1 The Plaza
Sonoma California 95476-6690
Phone (707) 938-3681 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org



July 27, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Aguilar:

RE: **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS FOR TOURIST OR TRANSIENT USES**

The City of Sonoma supports the proposed resolution related to the Sharing Economy and concurs in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 2, 2015.

The resolution reaffirms and acknowledges local efforts to effectively regulate land use impacts and collect applicable taxes from transient residential rentals as part of the emerging "shared economy".

The short-term rental of residential houses, rooms, condominiums, and apartments present numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows.

Where the temporary rental of residential units is allowed by local regulation, the associated transient occupancy tax (TOT) should also be collected. These units are in direct competition with hotels, motels and other accommodations where guests pay the local transient occupancy tax, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor.

The City of Sonoma believes SB 593, as referenced in the proposed resolution, acknowledges existing local authority in this area and provides the necessary data for local jurisdictions to enforce their regulations regarding short-term residential rentals and a helpful regulatory framework that local governments may choose in lieu of exercising their existing authority.

The City of Sonoma is a tourist destination and the proliferation of vacation rentals is a top priority for City staff. The workload in monitoring and attempting to ensure compliance with local

regulations is over-burdening our small staff. In addition, the sale of available housing has become a market for out of town investors to purchase and create new vacation rentals. Without legislative intervention, vacation rentals become an epidemic in a desirable destination location and the local residents "pay the price".

For these reasons, the City of Sonoma supports the League's Resolution.

Sincerely,

A handwritten signature in cursive script, appearing to read "C. Giovanatto".

Carol E. Giovanatto
City Manager
For and on behalf of the City of Sonoma

cc: Meg Desmond, League of California Cities, mdesmond@cacities.org
John Leonard, City of West Hollywood, jleonard@weho.org

LETTERS OF CONCURRENCE

Resolution No. 4

Compensation for Prolonged Electrical Power Outages



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Hermosa Beach supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Andrew Brozyna at (310) 318-0238 or abrozyna@hermosabch.org if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Bakaly', is written over the signature line.

Tom Bakaly
City Manager

CITY COUNCIL

HENRY SANCHEZ JR.
JIM GAZELEY
MICHAEL G. SAVIDAN
BEN TRAINA
MARK WARONEK



CITY OF LOMITA

July 28, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Lomita supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

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- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and,
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At least one other California utility, Pacific Gas and Electric (PG&E), provides automatic, direct rebates to its customers in the event of prolonged power outages for a variety of causes, including severe weather and other planned and unplanned outages. Rebates are provided automatically to PG&E's customers without filing a claim, which we believe demonstrates that such a program is feasible for SCE as well.

As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact Laura Vander Neut, Management Analyst at (310) 325-7110, ext. 151 or l.vanderneut@lomitacity.com if you have any questions.

Sincerely,

Henry Sanchez, Jr.
Mayor, City of Lomita

cc: Kit Fox, Senior Administrative Analyst, City of Rancho Palos Verdes, KitF@rpvca.gov



CITY OF
Palos Verdes Estates

OFFICE OF
THE MAYOR

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Aguilar:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San José.

The City of Rancho Palos Verdes' proposed resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

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As a member of the League, our City values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to contact City Manager Anton Dahlerbruch at 310.378.0383 or adahlerbruch@pvestates.org if you have any questions.

Sincerely,

James F. Goodhart
Mayor

Enclosure: Rancho Palos Verdes Proposed League Resolution

c: Palos Verdes Estates City Council
Rancho Palos Verdes City Council
Doug Willmore, Rancho Palos Verdes City Manager
Jeff Kiernan, League of California Cities Regional Public Affairs Manager (via email)
Post Office Box 1086, Palos Verdes Estates, California 90274-0283



City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

July 30, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar,

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The City of Rancho Palos Verdes' resolution seeks to address the failure of Southern California Edison (SCE) to reasonably compensate its customers for losses incurred due to prolonged service disruptions. Prolonged electrical outages jeopardize the public safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of outages are:

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As a member of the League, our city values the policy development opportunity provided by the Annual Conference Resolution process. We appreciate your time and consideration of this important issue. Please feel free to me at (310) 377-1521 or rcruz@cityofrh.net if you have any questions.

Sincerely,

Raymond R. Cruz
City Manager

RC:hl 07-30-15RPV_League_ResolutionConcurrence_SCE

c: Mayor and City Council

JOHN C. ADDLEMAN
Mayor
STEVEN ZUCKERMAN
Mayor Pro Tem
BRITT HUFF
Council Member
JUDY MITCHELL
Council Member
FRANK ZERUNYAN
Council Member
DOUGLAS R. PRICHARD
City Manager



CITY OF
ROLLING HILLS ESTATES

4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377.1577 FAX 310.377.4468
www.ci.Rolling-Hills-Estates.ca.us

July 29, 2015

Stephany Aguilar, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Aguilar:

As Mayor of the City of Rolling Hills Estates, I support the City of Rancho Palos Verdes' effort to submit a resolution for consideration by the General Assembly at the League's 2015 Annual Conference in San Jose.

The proposed resolution seeks to require reasonable compensation to Southern California Edison (SCE) customers for losses incurred due to prolonged service disruptions which jeopardize the safety, health and general welfare of the communities within SCE's service area. Among the populations that are most at risk as a result of these outages are:

- Customers with physical challenges who rely on a constant source of power for medical devices;
- Customers who are senior citizens and are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and
- Customers who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

I urge the League to place this matter before the General Assembly for consideration. Please feel free to contact me if you have any questions.

Sincerely,


John C. Addleman
Mayor

JCA:hn